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नई दिल्ली, शनिवार, अगस्त 16, 1997/श्रावण 25, 1919

No. 33]

NEW DELHI, SATURDAY, AUGUST 16, 1997/SHRAVANA 25, 1919

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

संसदीय कार्य एवं पर्यटन मंत्रालय
(पर्यटन विभाग)

नई दिल्ली, 1 जुलाई, 1997

विषय : होटल श्रृणों पर व्याज इमदाद

का.सा. 1980.—एक, दो और तीन सितारा श्रेणी की अनु-
मोदित होटल परियोजनाओं तथा हैरीटेज होटल परियोजनाओं
को भारतीय औद्योगिक वित्त निगम, भारतीय पर्यटन वित्त
निगम, राज्य वित्त निगमों तथा राज्य औद्योगिक विकास
निगमों द्वारा प्रदत्त होटल श्रृणों पर व्याज इमदाद के बारे
में इस मंत्रालय द्वारा समय-समय जारी की गई पूर्व अधि-
सूचनाओं के अनुसरण में राष्ट्रपति यह निर्णय करते हैं :—

(1) व्याज इमदाद निम्न की भी प्रदान करने की
अनुमति दी जाएगी :—

(क) पर्यटन विभाग द्वारा अनुमोदित होटल परियोजनाओं
को, भारतीय वित्त निगम, भारतीय पर्यटन वित्त निगम,
राज्य वित्तीय निगमों तथा राज्य औद्योगिक वित्त
निगमों द्वारा श्रृण आवंटन के बाद, बशर्ते कि ऐसी परि-
योजनाएं कार्यान्वयन की अवस्था में थी/हैं। (अर्थात् उक्त
अनुमोदन के समय आरम्भ नहीं हुआ है।) तथापि, इस संशोधन

के अन्तर्गत होने वाले लाभ, सरकारी राजपत्र में इस अधि-
सूचना के प्रकाशन की तारीख से मिलेंगे तथा उससे होने वाले
बावों के साथ, संबद्ध वित्तीय संस्थान का एक प्रमाण-पत्र
भी संलग्न हो, कि परियोजना उस तारीख में कार्यान्वयन
दशा में थी, जबकि यह पर्यटन विभाग द्वारा अनुमोदित की
गई थी।

(ख) उन होटल परियोजनाओं को जिन्हें कि दिनांक
1-8-95 अर्थात् इन संस्थानों द्वारा स्कीम की अवधि बढ़ाने
की तारीख से पहले, राज्य औद्योगिक विकास निगमों द्वारा
श्रृण स्वीकृत किए गए थे, बशर्ते कि ये परियोजनाएं, इन
संस्थानों के स्कीम में शामिल होने से पहले या बाद में
पर्यटन विभाग द्वारा स्वीकृत की गई थीं तथा ऐसे अनुमोदन
मिलने के समय ये परियोजनाएं कार्यान्वयन अवस्था में थी।
उक्त निगमों को इस संशोधन के तहत मिलने वाले लाभ
स्कीम की बढ़ाई गई तारीख अथवा पर्यटन विभाग द्वारा
होटल परियोजनाओं के अनुमोदन की तारीख जो भी बाद में
हो, से स्वीकार्य होंगे।

(2) जिन चार एवं पांच सितारा अनुमोदित होटल
परियोजनाओं को पर्यटन विभाग की व्याज इमदाद स्कीम के
अन्तर्गत अनुमोदित वित्तीय संस्थानों द्वारा दिनांक 25 अगस्त,

1992 से पहले ऋण स्वीकृत किए जा चुके हैं उन्हें केवल 31 मार्च, 1997 तक की अवधि के लिए ही व्याज इमवाद प्रदा की जाएगी। इन होटल परियोजनाओं के संबंध में दिनांक 1-4-97 से आगे कोई व्याज इमवाद स्वीकार नहीं की जाएगी।

(3) निम्नलिखित अभिनिर्धारित यात्रा परिपथों तथा विनिर्दिष्ट गंतव्य स्थलों में शामिल स्थानों में, एक, दो एवं तीन सितारा अनुमोदित होटल परियोजनाओं हेतु उपर्युक्त वित्तीय संस्थानों द्वारा ऋण प्रदान करने की स्थिति में 5% की दर से व्याज इमवाद प्रदान की जाएगी :—

यात्रा परिपथ :

- (क) कुल्लू—मनाली—लाहुल/स्पीति—लेह (लाहुल + स्पीति)
—मोनास्टिक परिपथ
- (ख) ग्वालियर—शिवरी—शोरछा—खजुराहो
- (ग) बागडोगरा—सिक्किम—दार्जिलिंग—कालिम्पोंग
- (घ) भुवनेश्वर—पुरी—कोणार्क
- (ङ) हैदराबाद—नागार्जुनसागर—तिरुपति
- (च) महाबलीपुरम—कांचीपुरम—वैलूर—थिरुवनमलाई—
गिजी—पांडीचेरी
(दक्षिणी हैरीटेज परिपथ)
- (छ) ऋषिकेश—मरेन्द्रनगर—गंगोत्री—बद्रीनाथ
- (ज) भोपाल—सांची—इंदौर—उज्जैन—महावर—प्रोकारेश्वर—
मांडू
- (झ) जैसलमेर—जोधपुर—बीकानेर—बाड़मेर
- (ञ) बंगलौर—मैसूर—हसन
- (ट) रायगढ़ किला—जंजीरा—किला—कुडा केवज—श्रीवर्धन—
हरिहरेश्वर—सिंधुदुर्ग
- (ठ) वाराणसी सारनाथ—गोरखपुर कुशीनगर—सनाउली—
पिपरहवा (कपिलवास्तु)
- (ड) संकेशिया—कोसम्बी—आवस्ती—लखनऊ (बुद्धिस्ट परि-
पथ)
- (ढ) पटना—बोधगय—नालन्दा—राजगीर—वैशाली (बुद्धिस्ट
परिपथ)
- (ण) भुवनेश्वर—सलिलगिरि—रत्नगिरि—उदयगिरि केन्द्रा-
परा खांद बली—भदरक (सूर्य मन्दिर)
- (त) कोचीन—थैक्काडी—मदुराई—रामेश्वरम
- (थ) हरिश्चंकर—नरसिंहनाथ—हिराकुड—सगवलपुर—बैड
व्यास (गंधमार्गधन परिपथ)
- (द) आंदीपुर—खांदनेश्वर—पंचलिशेश्वर—शिमलीपाल
संकटुअरी—किबिंग (स्वामाधुला—परिपथ)
- (ध) कोरापुट—अराकू वैली—तंवापुर—गुप्तेश्वर—रायगढ़ा
(पंचवटी परिपथ)

मंतव्य :

- (क) लक्षद्वीप समूह
- (ख) अंबमान द्वीप समूह
- (ग) मनाली (सोलंग नेतह)
- (घ) बैकल बीच
- (ङ) मुत्तूकाडु बीच
- (च) कांगरा (पोंग बांध)
- (छ) डीव (दमन और डीव)
- (ज) अजन्ता और एलोरा (श्रीरंगबाद)

विभाग की दिनांक 25-8-92 की समसंख्यक अधिसूचना में कवर न होने वाले स्थानों में ऋणों पर, जो इस अधिसूचना के शासकीय राजपत्र में प्रकाशन के पश्चात् अनुमोदित होटल परियोजनाओं को स्वीकृत होंगे, उन्हें 5 प्रतिशत की बढ़ी दर पर व्याज इमवाद देय होगी।

ये आदेश एकीकृत वित्त के दिनांक 20-6-97 के यू.ओ. नं. 14096/एफ-II/97 द्वारा उनकी सहमति से जारी किए जा रहे हैं।

[सं. 4-टीएच-II(2)/88]

ए. के. सूद, अवर सचिव

MINISTRY OF PARLIAMENTARY AFFAIRS AND TOURISM

(Department of Tourism)

New Delhi, the 1st July, 1997

Sub :—Interest subsidy on Hotel Loans.

S.O. 1980.—In continuation to this Ministry's earlier Notifications issued from time to time regarding interest subsidy on hotel loans granted by the Industrial Finance Corporation of India, Tourism Finance Corporation of India, State Financial Corporations and State Industrial Development Corporations to approved hotel projects under one, two and three star categories and heritage hotel projects, the President is pleased to decide that :—

(1) Interest subsidy will also be allowed to :—

- a. Hotel projects approved by the Department of Tourism after disbursement of loans by Industrial Finance Corporation of India, Tourism Finance Corporation of India, State Financial Corporations and State Industrial Development Corporations provided that such projects were/are at implementation stage (i.e. not commissioned at the time of the said approval). The benefits under this amendment would however accrue from the date of publication of this Notification in the Official Gazette and the claims arising therefrom should be supported by a certificate from the Financial Institution concerned that the project was at implementation stage on the date on which it was approved by the Department of Tourism;
- b. Hotel projects which were sanctioned loans by the State Industrial Development Corporations prior to 1-8-95 i.e. the date of extension of the scheme to these institutions, provided that the projects were approved by the Department of Tourism either prior to or after inclusion of these institutions in the scheme and the projects were at implementation stage at the time of such approval. The benefits under this amendment would be admissible from the date of extension of the scheme to the said Corporations or the date of approval of the hotel

projects by the Department of Tourism whichever is later.

(2) Interest Subsidy to four and five star approved hotel projects which have already been granted loans before 25th August, 1992 by the approved financial institutions under the interest subsidy scheme of the Department of Tourism will be paid only for the period upto 31st March, 1997. No interest subsidy will be admissible from 1-4-97 onwards in respect of these hotel projects.

(3) The Interest Subsidy @ 5 per cent will be paid in the cases of loans granted by the above financial institutions for one, two, three star approved hotel projects in the places included in the following identified Travel Circuits and Specified Destinations :

TRAVEL CIRCUITS

- (a) Kullu-Manali-Lahul/Spiti-Leh (Lahul + Spiti)—Monastic Circuit
- (b) Gwalior-Shivpuri-Orcha-Khajuraho
- (c) Bagdogra-Sikkim-Darjeeling-Kalimpong
- (d) Bhubaneswar-Puri-Konark
- (e) Hyderabad-Nagarjunasagar-Tirupati
- (f) Mahabalipuram-Kancheepuram-Vellur-Thiruvanamalal-Ginjee-Pondicherry (Southern Heritage Circuit)
- (g) Rishikesh-Narendranagar-Gangotri-Badrinath
- (h) Bhopal-Sanchi-Indore-Ujjain-Maheshwar-Omkarshwar-Mandu
- (i) Jaisalmer-Jodhpur-Bikaner-Barmer
- (j) Bangalore-Mysore-Hassan
- (k) Raigad Fort-Janjira Fort-Kuda Caves-Srivardhan-Harihareshwar-Sindhudurg
- (l) Varanasi/Sarnath-Gorakhpur Kushinagar-Sanauli Piprahwa (Kapilvastu), Sankasia-Kausambi-Sravasthi-Lucknow (Buddhist Circuit)
- (m) Patna-Bodhgaya-Nalanda-Rajgir-Vaishali (Buddhist Circuit)
- (n) Bhubaneswar-Lalitgiri-Ratnagiri-Udaygiri-Kendrapara Chand Bali-Bhadrak (Sun Temple)
- (o) Cochin-Thekkady-Madurai-Rameshwaram
- (p) Hari Shankar-Narsinghanath-Hirakud-Sambalpur-Bed Vyas (Gandhamardhan Circuit)
- (q) Chandipur-Chandaneswar-Panchelingeswar-Simlipal Sanctuary-Khiching (Swamachula Circuit)
- (r) Koraput-Araku Vallery-Nandapur-Gupteshwar-Rayagada (Panchabati Circuit)

DESTINATIONS :

- (a) Lakshdweep Islands
- (b) Andaman Islands
- (c) Manali (Solang Nalah)
- (d) Bekal Beach
- (e) Muttukadu Beach
- (f) Kangra (Pong Dam)
- (g) Diu (Daman & Diu)
- (h) Ajanta-Ellora (Aurangabad)

Interest Subsidy at the enhanced rate of 5 per cent in the places not covered in the Department's Notification of even number dated 25-8-92 will be payable on the loans that may be sanctioned to the approved hotel projects after publication of this Notification in the Official Gazette.

These orders are issued with the concurrence of Integrated Finance vide U.O. No. 14096/F. II/97 dated 20-6-97.

[No. 4.TH.II(2)/88]

A. K. SOOD, Under Secy.

गृह मंत्रालय

(पुनर्वास प्रभाग)

नई दिल्ली, 21 जुलाई, 1997

का.आ. 1981.—1980 के अधिनियम 61 तथा 1984 के अधिनियम 35 द्वारा यथा संशोधित लोक परिसर (अनधिकृत दखलकारों को बेदखली) अधिनियम, 1971 (1971 का 40) के खंड 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा पुनर्वास प्रभाग, गृह मंत्रालय में अवर सचिव श्री सुरजीत सिंह को सरकार का राजपत्रित अधिकारी होने के नाते, उक्त अधिनियम के प्रयोजन के लिए संपदा अधिकारी नियुक्त करती है। वे उक्त अधिनियम के अन्तर्गत राष्ट्रीय राजधानी क्षेत्र, दिल्ली में कोटला फिरोजशाह में स्थित लोक परिसर के संबंध में शक्तियों का प्रयोग तथा कर्तव्यों का निर्वहन करेंगे।

[सं. 1(3)/94-बन्दावस्त]

एन. डी. जार्ज, निदेशक

MINISTRY OF HOME AFFAIRS

(Rehabilitation Division)

New Delhi, the 21st July, 1997

S.O. 1981.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) as amended by Act 61 of 1980 and Act 35 of 1984 the Central Government hereby appoints Shri Surjit Singh, Under Secretary, Rehabilitation Division, Ministry of Home Affairs being a Gazetted Officer of the Government, to be an Estate Officer for the purpose of the said Act. He shall exercise the powers and perform the duties of an Estate Officer under the said Act in respect of public premises, situated in the Kotla Ferozeshah in the National Capital Territory of Delhi.

[No. 1(3)/94-Settlement]

N. D. GEORGE, Director

नई दिल्ली, 25 जुलाई, 1997

का.आ. 1982.—बिस्थापित व्यक्ति (प्रतिकर एवं पुनर्वास) अधिनियम, 1954 (1954 का 44) की धारा 3 उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा गृह मंत्रालय, पुनर्वास प्रभाग में अवर सचिव श्री सुरजीत सिंह को तत्काल प्रभाव से उक्त अधिनियम के द्वारा तथा उक्त अधिनियम के तहत प्रबंध अधिकारी को सौंपे गए कार्यों का निष्पादन करने के लिए प्रबंध अधिकारी नियुक्त करती है।

इसके द्वारा दिनांक 11 अगस्त, 1995 की अधिसूचना

सं. 1(2)/93-बन्दावस्त का अधिक्रमण किया जाता है।

[सं. 1(2)/93-बन्दावस्त]

फूल सिंह, निदेशक

New Delhi, the 25th July, 1997

S.O. 1982.—In exercise of the powers conferred by Sub-Section (i) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri Surjit Singh, Under Secretary in Rehabilitation Division in the Ministry of Home Affairs, as Managing Officer for the purpose of performing the functions assigned to a Managing Officer by or under the said Act, with immediate effect.

2. This supersedes Notification No. 1/2/93-Settlement dated the 11th August, 1995.

[No. 1(2)/93-Settlement]

PHOOL SINGH, Director

नई दिल्ली, 31 जुलाई, 1997

का.आ. 1983—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, गृह मन्त्रालय के निम्न-कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80 प्रतिशत से अधिक हो जाने के फल-स्वरूप उन्हें एतद्वारा अधिसूचित करती है:

25 बटालियन सीमा सुरक्षा बल

72 बटालियन सीमा सुरक्षा बल

142 बटालियन सीमा सुरक्षा बल

136 बटालियन सीमा सुरक्षा बल

[सं० 12017/1/97 हिन्दी]

के.सी. कपूर, निदेशक (राजभाषा)

New Delhi, the 31st July, 1997

S.O. 1983.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80 percent:

25 Battalion, Border Security Force.

72 Battalion, Border Security Force.

142 Battalion, Border Security Force.

136 Battalion, Border Security Force.

[No. 12017/1/97-Hindi]

K. C. KAPOOR, Director (OL)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

आदेश

नई दिल्ली, 31 जुलाई, 1997

का.आ. 1984.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम 1946 (1946 का अधिनियम 25) की धारा 5 की उप धारा (1) के साथ पठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए संख्या 3/विविध-6015/97 गृ.आ.-81/86 दिनांक 28 जुलाई, 1997 द्वारा प्राप्त बिहार राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों एवं अधिकारों का विस्तार, भारतीय

दण्ड संहिता 1860 की धारा 302/307/120/(बी)/34 भा.द.सं. 1860 (1860 का अधिनियम 45) और अन्य अधिनियम 1959 (1959 का अधिनियम 54) की धारा 27 के अंतर्गत पंजीकृत प्राथमिक मुचनानामे 54/97 दिनांक 31-3-97 पुलिस थाना सिवान बिहार जो श्री चन्द्रशेखर प्रसाद सिंह की हत्या से संबंधित है के अन्वेषण के लिए तथा वर्णित एक या अधिक अपराधों से संबंधित तथा उनसे संसक्त प्रयत्न, दुष्प्रेरण और पड्यंत्र तथा उन्हीं तथ्यों से उत्पन्न होने वाले वैसे ही संशयबहार के अनुक्रम में किए गए कोई अन्य अपराध जो अभियुक्तों द्वारा किए गए हैं प्रासंगिक अधिनियम के प्रावधानों के अधीन दण्डनीय अपराधों के अन्वेषण के लिए सम्पूर्ण बिहार राज्य पर करती है।

कार्मिक एवं प्रशिक्षण विभाग के पूर्व आदेशसंख्या 228/34/97 एबीडी-2 दिनांक 17-7-97 को इस हद तक संशोधित किया जाता है।

[संख्या 228/34/97-ए.बी.डी.-II]

हार् सिंह, अवर सचिव

MINISTRY OF PERSONNEL, P. G. AND PENSIONS

(Department of Personnel and Training)

ORDER

New Delhi, the 31st July, 1997

S.O. 1984.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the Government of Bihar vide Government of Bihar, Home (Police) Department Notification No. 3/Vividh-6015/97-H(P)-8186 dated 28-7-97, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Bihar for the investigation of the offences punishable under section 302/307/120-B/34 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and 27 of Arms Act, 1959 (Act No. 54 of 1959) and any attempts abetments and conspiracies in relation to, or in connection with the said offences and any other offences committed in the course of the same transaction, or arising out of the same fact or facts in regard to FIR No. 54/97 dated 31-3-97 registered at Police Station, Siwan, Bihar relating to alleged murder of Shri Chandra Sekhar Prasad Singh.

The previous notification No. 228/34/97-AVD.II dated 17-7-97 issued by DP&T is amended to this extent.

[No. 228/34/97-AVD.II]

HARI SINGH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 25 जुलाई, 1997

स्टाम्प

का.आ. 1985.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो नेशनल

हाइड्रोइलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड, नई दिल्ली द्वारा 1000-1000 रु० मूल्य के प्रॉमिसरी नोटों के स्वरूप के निम्नलिखित प्रकार के वर्णित करायेये बांडों पर उक्त अधिनियम के तहत प्रभावी हैं :-

(क) 30-9-95 को आवंटित मात्र सड़सठ करोड़ रुपए समग्र मूल्य के 10000001 से 10673600 (तीसरी शृंखला) तक की विशिष्ट संख्या वाले "जे" शृंखला बांड;

(ख) 21-7-95 को आवंटित किए गए पच्चीस करोड़ रुपए के समग्र मूल्य के 103050001 से 103300000 (दूसरी शृंखला) तक की विशिष्ट संख्या वाले "जे" शृंखला बांड;

(ग) 30-9-95 को आवंटित किए गए मात्र पांच करोड़ रु० के समग्र मूल्य के 103300001 से 103500000 (दूसरी शृंखला) तक की विशिष्ट संख्या वाले "जे" शृंखला के बांड;

(घ) 30-3-96, 1-8-96 तथा 30-9-96 को क्रमशः आवंटित किए गए मात्र दो सौ चोसठ करोड़ बाईस लाख तीस हजार रु० के समग्र मूल्य के 11000001 से 112642230 (पहली, दूसरी और तीसरी शृंखला) तक की विशिष्ट संख्या वाले "के" शृंखला के बांड;

(ङ) क्रमशः 20-10-96, 30-11-96 तथा 31-3-97 को आवंटित किए गए मात्र छप्पन करोड़ पैंतीस लाख रु० के समग्र मूल्य वाले 120000001 से 120563500 (पहली शृंखला) तक की विशिष्ट संख्या वाले "एन" शृंखला बांड ।

[सं० 14/97/स्टाम्प फा. सं० 14/16 और 39/96-वि.क.]

एस० कुमार, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 25th July, 1997

STAMPS

S.O. 1985.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the Taxable bonds in the nature of promissory notes of rupees one thousand each, described as :—

(a) 'J' Series Bonds bearing distinctive numbers from 10000001 to 10673600 (IIIrd Trench) aggregating to rupees sixty seven crores thirty six lakhs only allotted on 30-9-95;

(b) 'J' Series Bonds bearing distinctive numbers from 193050001 to 103300000 (IIInd Trench) aggregating to rupees twenty five crores only allotted on 21-7-95;

(c) 'J' Series Bonds bearing distinctive numbers from 103300001 to 103350000 (IIInd Trench) aggregating to rupees five crores only allotted on 30-9-95;

(d) 'K' Series Bonds bearing distinctive numbers from 11000001 to 112642230 (Ist, IIInd and IIIrd Trench) aggregating to rupees two hundred sixty four crores twenty two lakhs thirty thousand only allotted on 30-3-96, 1-8-96 and 30-9-96 respectively; and

(e) 'L' Series Bonds bearing distinctive numbers from 120000001 to 120563500 (1st Trench) aggregating to rupees fifty six crores thirty five lakhs only allotted on 22-10-96, 30-11-96 and 31-3-97 respectively;

issued by National Hydroelectric Power Corporation Limited, New Delhi are chargeable under the said Act.

[No 14/97-Stamps-F. No. 14/16 & 39/96-ST]

S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 25 जुलाई, 1997

स्टाम्प

का.आ. 1986.—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा उक्त शुल्क को माफ करती है जो कोंकण रेलवे कॉर्पोरेशन लि. द्वारा जारी प्रॉमिसरी नोटों के रूप में वर्णित निम्नोक्त प्रकार के बांडों पर उक्त अधिनियम के तहत प्रभावी हैं :-

(क) पचहत्तर करोड़ रुपए के समग्र मूल्य के 1 से 750000 तक की विशिष्ट संख्या वाले मात्र 10.5 प्रतिशत कर-मुक्त कोंकण रेलवे बांड (शृंखला 4ग) ;

(ख) मात्र बयालीस करोड़ रुपए के समग्र मूल्य के 1 से 420000 तक की विशिष्ट संख्या वाले 10.5% कर-मुक्त कोंकण रेलवे बांड (शृंखला 5क) ;

(ग) मात्र बीस करोड़ रुपए के समग्र मूल्य के 1 से 200000 तक की विशिष्ट संख्या वाले 10.5 प्रतिशत कर-मुक्त कोंकण रेलवे बांड (शृंखला 5ख) ;

(घ) मात्र तैंतालीस करोड़ पच्चीस लाख रुपए के समग्र मूल्य के 1 से 432500 तक की विशिष्ट संख्या वाले 10.5 प्रतिशत कर-मुक्त कोंकण रेलवे बांड (शृंखला 5ग) ;

(ङ) मात्र अड़तीस करोड़ रुपए के समग्र मूल्य के 1 से 380000 तक की विशिष्ट संख्या वाले 10.5% कर-मुक्त कोंकण रेलवे बांड (शृंखला 6-क)

(च) मात्र दो सौ करोड़ रुपए के समग्र मूल्य के 1 से 2000000 तक की विशिष्ट संख्या वाले 10.5% कर-मुक्त कोंकण रेलवे बांड (शृंखला 6-ख)

(छ) मात्र बारह करोड़ इक्यानवे लाख अठहत्तर हजार रुपए के समग्र मूल्य के 1 से 129178 तक की विशिष्ट संख्या वाले 10.5 प्रतिशत कर-मुक्त कोंकण रेलवे बांड (शृंखला 6-ग) ।

[सं. 15/97-स्टा.फा.सं. 14/19, 37/96-वि.क./

फा.सं. 14/13/97-वि.क.]

एस. कुमार, अवर सचिव

ORDER

New Delhi, the 25th July, 1997

STAMPS

S.O. 1986.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as :—

- (a) 10.5% tax free Konkan Railway Bonds (4C Series) bearing distinctive numbers from 1 to 750000 aggregating to rupees seventy five crores only;
- (b) 10.5% tax free Konkan Railway Bonds (5A Series) bearing distinctive numbers from 1 to 420000 aggregating to rupees forty two crores only;
- (c) 10.5% tax free Konkan Railway Bonds (5B Series) bearing distinctive numbers from 1 to 200000 aggregating to rupees twenty crores only;
- (d) 10.5% tax free Konkan Railway Bonds (5C Series) bearing distinctive numbers from 1 to 432500 aggregating to rupees forty three crores twenty five lakhs only;
- (e) 10.5% tax free Konkan Railway Bonds (6-A Series) bearing distinctive numbers from 1 to 380000 aggregating to rupees thirty eight crores only;
- (f) 10.5% tax free Konkan Railway Bonds (6-B Series) bearing distinctive numbers from 1 to 2000000 aggregating to rupees two hundred crores only; and
- (g) 10.5% tax free Konkan Railway Bonds (6-C Series) bearing distinctive numbers from 1 to 129178 aggregating to rupees twelve crores Ninety One Lakhs seventy eight thousand only.

issued by the Konkan Railway Corporation Limited, New Delhi are chargeable under the said Act.

[No. 15/97-Stamps-F. No. 14/19 and 37/96-ST-

F. No. 14/13/97-ST]
S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 25 जुलाई, 1997

स्टाम्प

का.आ. 1987.—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो दामोदर घाटी निगम कलकत्ता द्वारा 1995-96 के दौरान प्रोमिसरी नोटों के रूप में जारी किए गए मात्र पचास करोड़ रु. के कुल मूल्य के प्रत्येक एक-एक हजार रु. के 000001 से 500000 तक की विशिष्ट संख्या वाले दामोदर घाटी निगम पब्लिक सेक्टर कर योग्य बांडों के रूप में वर्णित बांडों पर उक्त अधिनियम के अंतर्गत प्रभावी हैं।

[संख्या 16/97-स्टाम्प-फा.सं. 34/3/97-बि.क.]

एस. कुमार, अवर सचिव

ORDER

New Delhi, the 25th July, 1997

STAMPS

S.O. 1987.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as Damodar Valley Corporation Public Sector Taxable Bonds bearing distinctive numbers from 000001 to 500000 of rupees one thousand each of the aggregate value of rupees fifty crores only issued by Damodar Valley Corporation, Calcutta during 1995-96 are chargeable under the said Act.

(No. 16/97-Stamps-F No. 14/3/97-ST)

S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 25 जुलाई, 1997

स्टाम्प

का.आ. 1988.—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जिनके साथ प्रोमिसरी नोटों के स्वरूप में बंधपत्र निम्नानुसार वर्णित हैं :—

- (i) 31-3-1994 को भारतीय स्टेट बैंक को आवंटित मात्र बीस करोड़ रुपये के कुल मूल्य के 0000001 से 0200000 तक की विशिष्ट संख्या वाले कर-मुक्त सुरक्षित विमोच्य अपारिवर्तनीय बंध-पत्र ;

- (ii) 31-3-94 को ओरियन्टल इन्श्योरेन्स कम्पनी लि. को आवंटित मात्र पचास लाख रुपए के कुल मूल्य के 0430001 से 0435000 तक की विशिष्ट संख्या वाले कर-मुक्त सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (iii) 31-3-1994 को बैंक आफ बड़ौदा को आवंटित मात्र पन्द्रह करोड़ रुपए के कुल मूल्य के 0200001 से 0350000 तक की विशिष्ट संख्या वाले कर-योग्य सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (iv) 31-3-1994 को केनरा बैंक को आवंटित मात्र तीन करोड़ रुपए के कुल मूल्य के 0350001 से 0380000 तक की विशिष्ट संख्या वाले कर-योग्य सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (v) 31-3-1994 को बैंक आफ इंडिया को आवंटित मात्र तीन करोड़ रुपए के कुल मूल्य के 0380001 से 0410000 तक की विशिष्ट संख्या वाले कर-योग्य सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (vi) 31-3-1994 को इण्डियन ओवरसीज बैंक को आवंटित मात्र दो करोड़ रुपए के कुल मूल्य के 0410001 से 0430000 तक की विशिष्ट संख्या वाले कर-योग्य सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (vii) 31-12-1994 को यूनिन बैंक आफ इंडिया को आवंटित मात्र पन्द्रह करोड़ रुपए के कुल मूल्य के 8000001 से 80150000 तक की विशिष्ट संख्या वाले कर-मुक्त सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (viii) 31-12-1994 को दी ओरियन्टल इन्श्योरेन्स कम्पनी लि. को आवंटित मात्र दो करोड़ रुपए के कुल मूल्य के 80150001 से 80170000 तक की विशिष्ट संख्या वाले कर-मुक्त सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (ix) 31-12-1994 को यूनाइटेड इण्डिया इन्श्योरेन्स कारपोरेशन लि. को आवंटित मात्र दो करोड़ रुपए के कुल मूल्य के 80170001 से 80190000 तक की विशिष्ट संख्या वाले कर-मुक्त सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (x) 31-12-1994 को पंजाब नेशनल बैंक को आवंटित मात्र 15 करोड़ रुपए के कुल मूल्य के 80263001 से 80418000 तक की विशिष्ट संख्या वाले कर-मुक्त सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (xi) 31-12-1994 की स्टेट बैंक आफ इंडिया को आवंटित मात्र बीस करोड़ रुपए के कुल मूल्य के 80418001 से 80618000 तक की विशिष्ट संख्या वाले कर-मुक्त सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (xii) 31-12-1994 को बैंक आफ बड़ौदा को आवंटित मात्र पन्द्रह करोड़ रुपए के कुल मूल्य के 80618001 से 80768000 तक की विशिष्ट संख्या वाले कर-मुक्त सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (xiii) 31-12-1994 की एन ई ई पी सी ओ ई पी एफ ट्रस्ट को आवंटित मात्र आठ लाख रुपए के कुल मूल्य के 80190001 से 80198000 तक की विशिष्ट संख्या वाले कर-योग्य सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (xiv) 31-12-1994 को केनरा बैंक को आवंटित मात्र पांच करोड़ रुपए के कुल मूल्य के 80198001 से 80248000 तक की विशिष्ट संख्या वाले कर-योग्य सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (xv) 31-12-1994 को इण्डियन ओवरसीज बैंक को आवंटित मात्र दो करोड़ रुपए के कुल मूल्य के 80248001 से 80268000 तक की विशिष्ट संख्या वाले कर-योग्य सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (xvi) 31-12-1994 को विजया बैंक को आवंटित मात्र दो करोड़ रुपए के कुल मूल्य के 80768001 से 80788000 तक की विशिष्ट संख्या वाले कर-योग्य सुरक्षित विमोच्य अपरिवर्तनीय बंध-पत्र ;
- (xvii) वर्ष 1995-96 के दौरान आवंटित दो करोड़ पचास लाख रुपए के कुल मूल्य के कर-मुक्त सुरक्षित विमोच्य अपरिवर्तनीय ऋण-पत्र ।

जो नार्थ ईस्टर्न इलेक्ट्रिसिटी पावर कारपोरेशन लि., शिलांग द्वारा जारी किए गए हैं उक्त अधिनियम के तहत प्रभार्य हैं ।

[सं. 18/97-स्टाम्प-एफ सं. 14/21/97-बि.क.]

एस. कुमार, अवसर सचिव

ORDER

New Delhi, the 25th July, 1997

STAMPS

S.O. 1988.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds of the nature of promissory notes described as :—

- (i) Tax-free Secured Redeemable Non-Convertible Bonds bearing distinctive numbers 0000001 to 0200000 aggregating to rupees twenty crores only allotted to State Bank of India on 31-3-1994;
- (ii) Tax-free Secured Redeemable Non-Convertible Bonds bearing distinctive numbers 0430001 to 0435000 aggregating to rupees fifty lakhs only allotted to Oriental Insurance Co. Ltd. on 31-3-94;
- (iii) Taxable Secured Redeemable Non-Convertible Bonds bearing distinctive numbers 0200001 to 0350000 aggregating to rupees fifteen crores only allotted to Bank of Baroda on 31-3-1994;
- (iv) Taxable Secured Redeemable Non-Convertible Bonds bearing distinctive numbers 0350001 to 0380000 aggregating to rupees three crores only allotted to Canara Bank on 31-3-1994;
- (v) Taxable Secured Redeemable Non-Convertible Bonds bearing distinctive numbers 03800001 to 0410000 aggregating to rupees three crores only allotted to Bank of India on 31-3-1994.
- (vi) Taxable Secured Redeemable Non-Convertible Bonds bearing distinctive numbers 0410001 to 0430000 aggregating to rupees two crores only allotted to Indian Overseas Bank on 31-3-1994;
- (vii) Tax-free Secured Redeemable Non-Convertible Bonds bearing distinctive numbers B000001 to B0150000 aggregating to rupees fifteen crores only allotted to Union Bank of India on 31-3-1994;
- (viii) Tax-free Secured Redeemable Non-Convertible Bonds bearing distinctive numbers B0150001 to B0170000 aggregating to rupees two crores only allotted to the Oriental Insurance Co. Ltd. on 31-12-1994;
- (ix) Tax-free Secured Redeemable Non-Convertible Bonds bearing distinctive numbers B0170001 to B0190000 aggregating to rupees two crores only allotted to United India Insurance Co. Ltd. on 31-12-1994;
- (x) Tax-free Secured Redeemable Non-Convertible Bonds bearing distinctive numbers B0268001 to B0418000 aggregating to rupees fifteen crores only allotted to Punjab National Bank on 31-12-1994;
- (xi) Tax-free Secured Redeemable Non-Convertible Bonds bearing distinctive numbers B0418001 to B0618000 aggregating to rupees twenty crores only allotted to State Bank of India on 31-12-94;
- (xii) Tax-free Secured Redeemable Non-Convertible Bonds bearing distinctive numbers B0618001 to B0768000 aggregating to rupees fifteen crores only allotted to Bank of Baroda on 31-12-1994;
- (xiii) Taxable Secured Redeemable Non-Convertible Bonds bearing distinctive numbers B0190001 to B0198000 aggregating to rupees eighty lakhs only allotted to NEEPCO EPF Trust on 31-12-94;
- (xiv) Taxable Secured Redeemable Non-Convertible Bonds bearing distinctive numbers B0198001 to B0248000 aggregating to rupees five crores only allotted to Canara Bank on 31-12-1994;
- (xv) Taxable Secured Redeemable Non-Convertible Bonds bearing distinctive numbers B0248001 to B0268000 aggregating to rupees two crores only allotted to Indian Overseas Bank on 31-12-94;
- (xvi) Taxable Secured Redeemable Non-Convertible Bonds bearing distinctive numbers B0768001 to B0788000 aggregating to rupees two crores only allotted to Vijaya Bank on 31-12-1994; and
- (xvii) Tax-free Secured Redeemable Non-Convertible Bonds bearing distinctive numbers aggregating to rupees two crores fifty lakhs only allotted during 1995-96.
- by the North Eastern Electricity Power Corporation Limited, Shillong are chargeable under the said Act.
- [No. 18/97-Stamp-F. No. 14/21/97-ST]
S. KUMAR, Under Secy.
- आदेश
- नई दिल्ली, 28 जुलाई, 1997
- स्टाम्प
- का.आ. 1989.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो भारतीय रेलवे वित्त निगम लि., नई दिल्ली पर जारी किए गए निम्नानुसार वर्णित

प्रोमिसरी नोटों के स्वरूप वाले बंधपत्रों पर उक्त अधिनियम के तहत प्रभाव है :—

(क) मात्र सत्तानवे करोड़ इकतालीस लाख सत्रह हजार रुपए के समग्र मूल्य के

00000001 से 00050000 (9 'सी' शृंखला),
00000001 से 00050000 (9 'डी' शृंखला),
00000001 से 00300000 (9 'ई' शृंखला),
00000001 से 00100000 (9 'एफ' शृंखला),
00000001 से 00110020 (9 'जी' शृंखला)
00000001 से 00009760 (9 'एच' शृंखला)
00000001 से 00100000 (9 'आई' शृंखला),
00000001 से 00027300 (9 'जे' शृंखला),
00000001 से 00007332 (9 'के' शृंखला),
00000001 से 00009377 (9 'एल' शृंखला),
00000001 से 00136800 (9 'एम' शृंखला),
00000001 से 00001460 (9 'एन' शृंखला),
00000001 से 00062803 (9 'ओ' शृंखला),
00000001 से 00004005 (9 'पी' शृंखला),
00000001 से 00005100 (9 'क्यू' शृंखला),
00000001 से 00000160 (9 'आर' शृंखला)
की विशिष्ट संख्या वाले 10.5% कर-मुक्त
सुरक्षित विमोच्य अपरिवर्तनीय रेलवे
(आई.आर.एफ.सी.) बंधपत्रों ;

(ख) मात्र एक हजार इकसठ करोड़ इक्यान्वे लाख पच्चीस हजार रुपए के समग्र मूल्य के 00000001 से 001619125 (10वीं 'एफ' शृंखला) की विशिष्ट संख्या वाले 16.5% कर योग्य सुरक्षित विमोच्य अपरिवर्तनीय रेलवे (आई.आर.एफ.सी.) बंधपत्रों ;

(ग) मात्र एक सौ तेरह करोड़ छियासठ लाख अठावन हजार रुपये के समग्र मूल्य के 00000001 से 001136658 (10वीं शृंखला) की विशिष्ट संख्या वाले 16.5 प्रतिशत कर योग्य सुरक्षित विमोच्य अपरिवर्तनीय रेलवे (आई.आर.एफ.सी.) बंधपत्रों ; और

(घ) मात्र एक सौ सैंतालीस करोड़ चौबीस लाख इक्कीस हजार रुपए के समग्र मूल्य के 00000001 से 001472421 (10वीं शृंखला) की विशिष्ट संख्या वाले 10.5 प्रतिशत कर-मुक्त और कर-योग्य सुरक्षित विमोच्य अपरिवर्तनीय रेलवे (आई.आर.एफ.सी.) बंधपत्र ।

[सं. 19/97-स्टा.-फा.सं. 33/48/95-वि.फ.]

एस. कुमार, अवर सचिव

ORDER

New Delhi, the 28th July, 1997

STAMPS

S.O. 1989.—In exercise of the powers conferred by clause (a) sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as :—

(a) 10.5 per cent tax-free secured redeemable non-convertible Railway (IRFC) Bonds bearing distinctive numbers from—

00000001 to 00050000 (9 'C' Series),

00000001 to 00050000 (9 'D' Series),

00000001 to 00300000 (9 'E' Series),

00000001 to 00100000 (9 'F' Series),

00000001 to 00110020 (9 'G' Series),

00000001 to 00009760 (9 'H' Series),

00000001 to 00100000 (9 'I' Series),

00000001 to 00027300 (9 'J' Series),

00000001 to 00007332 (9 'K' Series),

00000001 to 00009377 (9 'L' Series),

00000001 to 00136800 (9 'M' Series),

00000001 to 00001460 (9 'N' Series),

00000001 to 00062803 (9 'O' Series),

00000001 to 00004005 (9 'P' Series),

00000001 to 00005100 (9 'Q' Series),

00000001 to 00000160 (9 'R' Series),

aggregating to rupees ninety seven crores forty one lakhs seventeen thousand only;

(b) 16.5 per cent taxable secured redeemable non-convertible Rly. (IRFC) Bonds bearing distinctive numbers from 00000001 to 001619125 (10th 'AA' series) aggregating to Rs. one hundred sixty one crores ninety one lakhs twenty five thousand only;

(c) 16.5 per cent taxable secured redeemable non-convertible Railway (IRFC) Bonds bearing distinctive numbers from 00000001 to 001136658 (10th Series) aggregating to rupees one hundred thirteen crores sixty six lakhs fifty eight thousand only; and

(d) 10.5 per cent tax-free taxable secured redeemable non-convertible Railway (IRFC) Bonds bearing distinctive numbers from 00000001 to 001472421 (10th Series) aggregating to rupees one hundred forty seven crores twenty four lakhs twenty one thousand only issued by the Indian Railway Finance Corporation Limited, New Delhi, are chargeable under the said Act.

[No. 19/97-Stamp-F. No. 33/48/95-ST]
S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 28 जुलाई, 1997

स्टाम्प

का.आ. 1990.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा 1 के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है, जो मध्य प्रदेश वित्त निगम, इंदौर द्वारा वर्ष 1995-96 के दौरान प्रोमिसरी नोटों के रूप में आवंटित किए गए केवल 19 करोड़ रु० के कुल मूल्य के 1 से 22 तक की विशिष्ट संख्या वाले 14% मध्य प्रदेश वित्त निगम बांड 2005 (शृंखला-II) के रूप में वर्णित बांडों पर और 11 करोड़ रु० के कुल मूल्य के 1 से 23 तक की विशिष्ट संख्या वाले 14% मध्य प्रदेश वित्त निगम बांड 2005 (शृंखला-III) के रूप में वर्णित बांडों पर उक्त अधिनियम के अन्तर्गत प्रभार्य है।

[सं. 20/97-स्टाम्प फा० सं० 14/8/97-बि०क०]

एस० कुमार, अवर सचिव

New Delhi, the 28th July, 1997

ORDER

STAMPS

S.O. 1990.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory notes described as 14 per cent Madhya Pradesh Finance Corporation Bonds-2005 (II-Series) bearing distinctive numbers 1 to 22 of the aggregate value of rupees Nineteen crores and 14 per cent Madhya Pradesh Finance Corporation Bonds 2005 (III-Series) bearing distinctive numbers 1 to 23 of the aggregate value of rupees Eleven crores only allotted by Madhya Pradesh Finance Corporation, Indore during the year 1995-96, are chargeable under the said Act.

[No. 20/97-Stamp-F. No. 14/8/97-ST]

S. KUMAR, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 28 जुलाई, 1997

का.आ. 1991.—भारतीय रिजर्व बैंक की संस्तुति पर, बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, एतद्वारा, घोषणा करती है कि निम्नलिखित बैंकों के मामले में 31 मार्च, 1996 को समाप्त वर्ष के लिए उसके द्वारा उसके तुलनपत्र, लाभ-हानि लेख एवं लेखा परीक्षक की रिपोर्ट समाचार पत्रों में प्रकाशित करने के संबंध में बैंककारी विनियमन अधिनियम, (सहकारी समिति यां) नियमावली, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के उपबंध उस पर लागू नहीं होंगे:

1. दि अदूर को-ऑपरेटिव अर्बन बैंक लि.
2. दि बजागरा को-ऑपरेटिव अर्बन बैंक लि.
3. दि बालूखेरी को-ऑपरेटिव अर्बन बैंक लि.
4. दि मेष्पाथूर को-ऑपरेटिव अर्बन बैंक लि.
5. दि नेम्मारा को-ऑपरेटिव अर्बन बैंक लि.
6. दि कट्टप्पना अर्बन को-ऑपरेटिव बैंक लि०
7. दि कोडुवायूर को-ऑपरेटिव अर्बन बैंक लि.

[सं. 1(12)/97-एसी]

एस. के. ठाकुर, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 28th July, 1997

S.O. 1991.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommen-

dation of Reserve Bank of India hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Cooperative Societies) Rules, 1966 shall not apply to the undernoted banks in so far as they relate to the publication of their balance sheet and profit and loss account for the year ended 31-3-1996 with the auditor's report in a newspaper.

1. The Adoor Cooperative Urban Bank Ltd.
2. The Vadagara Cooperative Urban Bank Ltd.
3. The Baluseri Cooperative Urban Bank Ltd.
4. The Meppayur Cooperative Urban Bank Ltd.
5. The Nemmara Cooperative Urban Bank Ltd.
6. The Kattappana Urban Cooperative Bank Ltd.
7. The Koduvayur Cooperative Urban Bank Ltd.

[No. 1(12)/97-AC]

S. K. THAKUR, Under Secy.

नई दिल्ली, 29 जुलाई, 1997

का.आ. 1992.—भारतीय रिजर्व बैंक की संस्तुति पर, बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा घोषणा करती है कि बैंककारी विनियमन (सहकारी समितियाँ) नियम, 1966 के नियम 10 के साथ, पठित उक्त अधिनियम की धारा 31 के उपबन्ध कोल्हापुर जिला जनता सहकारी बैंक लि. मुम्बई के मामले में, जहाँ तक वर्ष 1995-96 संबंधी उनके तुलन-पत्र तथा लाभ-हानि लेखे एवं लेखा परीक्षक की रिपोर्ट समाचार पत्रों में प्रकाशित करने का संबंध है, लागू नहीं होंगे।

[फाइल सं. 1(16)/97-ए.सी.]

एस.के. ठाकुर, अवसर सचिव

New Delhi, the 29th July, 1997

S.O. 1992.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of Reserve Bank of India hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Cooperative Societies) Rules, 1966 shall not apply to Kolhapur Zilla Janata Sahakari Bank Ltd., Mumbai in so far as they relate to the publication of their balance sheet and profit and loss account for the year 1995-96 with the auditor's report in a newspaper.

[F. No. 1(16)/97-AC]

S. K. THAKUR, Under Secy.

नई दिल्ली, 29 जुलाई, 1997

का.आ. 1993.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार

भारतीय रिजर्व बैंक की सिफारिश पर यह घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा 1 के उपबन्ध इस अधिनियम के सरकारी राजपत्र में प्रकाशन की तारीख से दिनांक 31 मार्च, 1999 तक मैनपुरी जिला सहकारी बैंक लि., मैनपुरी (उत्तर प्रदेश) पर लागू नहीं होंगे।

[सं. 1(7)/97-ए.सी.]

एस.के. ठाकुर, अवसर सचिव

New Delhi, the 29th July, 1997

S.O. 1993.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India declares that the provisions of sub-Section 1 of Section 11 of the said Act shall not apply to The Mainpuri Jilla Sahakari Bank Ltd. Mainpuri (Uttar Pradesh) from the date of publication of this notification in the official Gazette to 31st March, 1999.

[No. 1(7)/97-AC]

S. K. THAKUR, Under Secy.

नई दिल्ली, 31 जुलाई, 1997

का.आ. 1994.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, भारतीय रिजर्व बैंक की संस्तुति पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) (ग) (झ) के उपबन्ध केनरा बैंक के मामले में, जहाँ तक इसका संबंध केनरा बैंक के अध्यक्ष एवं प्रबन्ध निदेशक श्री टी.आर. श्रीधरन की नियुक्ति नीदरलैण्ड की पंजीकृत कंपनी 'आईएस हिमालयन फंड एन.वी.' के पर्यवेक्षण बोर्ड में होने से है, लागू नहीं होंगे।

[फा.सं. 20/3/97-बी.ओ. I]

सुधीर श्रीवास्तव, निदेशक

New Delhi, the 31st July, 1997

S.O. 1994.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Government of India on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (1)(c)(i) of Section 10 of the said Act shall not apply to Canara Bank in so far as it relates to Shri T. R. Sridharan, Chairman and Managing Director, Canara Bank on his appointment on the Supervisory Board of "IS Himalayan Fund N. V." a Netherlands registered company.

[F. No. 20/3/97-BO.I]

SUDHIR SHRIVASTAVA, Director

कोयला मंत्रालय

नई दिल्ली, 4 अगस्त, 1997

का. आ. 1995.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा ख (i) के अधीन भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 5 अक्तूबर, 1996 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना सं. का. आ. 2800 तारीख 23 सितम्बर, 1996 द्वारा उस अधिसूचना में उपाबंध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 6.196 हेक्टर (लगभग) या 15.310 एकड़ (लगभग) है, खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने, तलाश करने और उन्हें प्राप्त करने उन पर कार्य करने और उन्हें ले जाने के खनन अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी;

और उक्त अधिनियम की धारा 8 के अनुसरण में सक्षम प्राधिकारी ने अपनी रिपोर्ट केन्द्रीय सरकार को दे दी है;

और पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् तथा मध्य प्रदेश सरकार से परामर्श करने के पश्चात् केन्द्रीय सरकार का यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित भूमि में जिसका माप 6.196 हेक्टर (लगभग) या 15.310 एकड़ (लगभग) है, खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने, तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के खनन अधिकारों का अर्जन किया जाना चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 6.196 हेक्टर (लगभग) या 15.310 एकड़ (लगभग) है, खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने और तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के खनन अधिकारों का अर्जन किया जाता है।

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक संख्यांक सी—I (ई)/III/डी 614—1096 तारीख 27 अक्तूबर, 1996 का निरीक्षण कलेक्टर छिदवाड़ा (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1 काउंसिल हाउस स्ट्रीट कलकत्ता 700001 के कार्यालय में या वैस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग) कोयला स्टेट, सिविल लाइंस नागपुर 446001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

अनुसूची

सेठिया खंड—I और II (खंड I)

पंच क्षेत्र

जिला छिदवाड़ा (मध्य प्रदेश)

(रेखांक सं. सी—I (ई) III/जी. आर./ 614—1096 तारीख 27 अक्तूबर, 1996)

खनन अधिकार

ग्राम संख्या	ग्राम का नाम	पटवारी सर्किल सं.	बंदोबस्त संख्या	तहसील	जिला	हेक्टर क्षेत्र	टिप्पण
1.	सेठिया	72	583	परासिया	छिदवाड़ा	2.655	भाग
2.	डिबबानी	70	266	परासिया	छिदवाड़ा	3.541	भाग
कुल क्षेत्र						6.196 हेक्टर	
						(लगभग)	
या						15.310 एकड़	
						(लगभग)	

ग्राम सेठिया में अर्जित प्लॉट संख्यांक

245 भाग, 246

ग्राम डिबबानी में अर्जित प्लॉट सं.

197 (भाग), 198 (भाग), 274 (भाग)

सीमा वर्णन :

- अ—अ रेखा "अ" बिन्दु से आरंभ होती है और पेंच नदी के पश्चिमी किनारे के साथ साथ डिघवानी ग्राम से होकर जाती है और प्लॉट सं. 274, 198 की बाह्य सीमा के साथ चलने हुए अ बिन्दु पर मिलती है :
- अ—ट रेखा ग्राम डिघवानी से होकर जाती है, पेंच नदी पार करती है और प्लॉट सं. 198, 197 से होकर जाती है, तब ग्राम सेठिया से होते प्लॉट सं. 245 में आगे बढ़ती है और "ट" बिन्दु पर मिलती है।
- ट—ठ रेखा, पेंच नदी के पूर्वी किनारे के साथ-साथ ग्राम सेठिया से होकर जाती है और प्लॉट सं. 245, 246 की बाह्य सीमा के साथ साथ जाती है और "ठ" बिन्दु पर मिलती है।
- ठ—ड रेखा ग्राम सेठिया और छिदा की सम्मिलित ग्राम सीमा के साथ-साथ चलती है पेंच नदी पार करती है और पेंच नदी के मध्य में "ड" बिन्दु पर मिलती है।
- ड—ढ रेखा ग्राम छिदा और डिघवानी की सम्मिलित सीमा के साथ-साथ पेंच नदी के मध्य से होते हुए जाती है और "ढ" बिन्दु पर मिलती है।
- ड—झ रेखा प्लॉट संख्या 274 में ग्राम डिघवानी से होकर जाती है। पेंच नदी पार करती है और आर-भिक बिन्दु "झ" पर मिलती है।

[सं. 43015/12/94—एल. एस. डब्ल्यू.]

श्रीमती पी. एल. सेनी, अवर सचिव

MINISTRY OF COAL

New Delhi, the 4th August, 1997

S.O. 1995.—Whereas by the notification of the Government of India in the Ministry of Coal, No. S.O. 2800 dated the 23rd September, 1996, published in the Gazette of India, Part-II, Section-3, Sub-Section (ii), dated the 5th October, 1996, issued under sub-section (1) of Section-7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government gave notice of its intention to acquire the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the lands measuring 6.196 hectare (approximately) or 15.310 acres (approximately) in Mining Rights in the locality specified in the Schedule annexed to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas the Central Government, after considering the report aforesaid and after consulting the Government of Madhya Pradesh, is satisfied that the mining rights to mine,

quarry, bore, dig and search for win, work and carry away minerals in the lands measuring 6.196 hectares (approximately) or 15.310 acres (approximately) described in the Schedule appended hereto should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the mining rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the lands measuring 6.196 hectares (approximately) or 15.310 acres (approximately) described in the Schedule appended hereto are hereby acquired.

The plan bearing number C-1(E)III/GR/614-1096 dated the 27th October, 1996 of the area covered by this notification may be inspected in the Office of the Collector, Chhindwara (Madhya Pradesh) or in the office of the Coal Controller, 1, Council House Street, Calcutta-700 001 or in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra).

SCHEDULE

SETHIA BLOCK—I AND II—(BLOCK-I)

PENCH AREA

DISTRICT : CHHINDWARA (MADHYA PRADESH)

(Plan No. C-1(E) III/GR/614-1096 dated the 27th October, 1996)

(Mining Rights)

Serial number	Name of village	Patwari circle number	Settlement number	Tahsil	District	Area in hectares	Remarks
1.	Sethia	72	583	Parasia	Chhindwara	2.655	Part
2.	Dighawani	70	266	Parasia	Chhindwara	3.541	Part
Total Area :						6.196 hectares (approximately)	
						or 15.310 acres (approximately)	

Plot number acquired in village Sethia :
245 Part, 246.

Plot numbers acquired in village Dighawani :
197 Part, 198 Part, 274 Part.

Boundary description :

I—J : Line starts from Point 'I' and passes through village Dighawani along the Western Bank of Pench River and passes along the outer boundary of Plot Numbers 274, 198 and meets at point 'J'.

J—K : Line passes through village Dighawani crosses Pench River and passes in plot numbers 198, 197, then proceeds through village Sethia in Plot Number 245 and meets at point 'K'.

K—L : Line passes through village Sethia along the Eastern bank of Pench River and passes along the outer boundary of plot numbers 245, 246 and meets at point 'L'.

L—M : Line passes along the common village boundary of villages Sethia and Chhinda, crosses Pench River and meets at the centre of Pench River at point 'M'.

M—N : Line passes along the common village boundary of villages Chhinda and Dighawani, through the centre of Pench River and meets at point 'N'.

N—I : Line passes, through village Dighawani in plot number 274, crosses Pench River and meets at start starting point 'I'.

[No. 43015/12/94-LSW]

MRS. P. L. SAINI, Under Secy.

नई दिल्ली, 4 अगस्त, 1997

का आ. 1996.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपायधन अनुसूची में उल्लिखित भूमि में कोयला अभि-प्राप्त किए जाने की संभावना है;

अतः, अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अन्तर्गत आने वाले रेखांक सं. डब्ल्यू. सी एल/जी-1 (ई)/III/जे. जे. एम./622-0397 तारीख 11 मार्च, 1997 का निरीक्षण बेस्टर्न कोल-फील्ड्स लिमिटेड (राजस्व विभाग) कोल एस्टेट, सिविल लाइन नागपुर 440001 (महाराष्ट्र) के कार्यालय में या कलेक्टर चन्द्रपुर (महाराष्ट्र राज्य) के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में, हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर भारसाधक/विभागाध्यक्ष राजस्व बेस्टर्न कोल-फील्ड्स लिमिटेड कोल एस्टेट, सिविल लाइन्स, नागपुर 440001 (महाराष्ट्र राज्य) को भेजेगे।

अनुसूची

नगलों आगत विस्तारण खंड

मजरी क्षेत्र

जिला—चन्द्रपुर (महाराष्ट्र)

(रेखांक सं. सी—I (ई) III/जे. जे. एम./622—0397 तारीख 11 मार्च, 1997)

रेखांक सं.	ग्राम का नाम	ग्राम सं.	तहसील	जिला	हेक्टर में क्षेत्र	टिप्पण
1.	पटाला	304	भद्रावती	चन्द्रपुर	191.75	भाग
कुल क्षेत्र					191.75	हेक्टर (लगभग)
					या	
					473.81	एकड़ (लगभग)

सीमा वर्णन

- क—ख रेखा, "क" बिन्दु से आरंभ होती है और ग्राम नगलों और पटाला की सम्मिलित ग्राम सीमा के साथ जाती है और "ख" बिन्दु पर मिलती है।
- ख—ग रेखा, ग्राम मनगांव और पटाला की सम्मिलित ग्राम सीमा के साथ जाती है और "ग" बिन्दु पर मिलती है।
- ग—घ रेखा, ग्राम रालेगांव और पटाला की सम्मिलित ग्राम सीमा के साथ जाती है और "घ" बिन्दु पर मिलती है।
- घ—ङ रेखा, बर्धा नदी के उत्तरी किनारे के साथ जाती है और "ङ" बिन्दु पर मिलती है।
- ङ—क रेखा, ग्राम पटाला से होते हुए जाती है और आरम्भिक बिन्दु "क" पर मिलती है।

[सं. 43015/8/97-एल. डब्ल्यू.]
श्रीमती पी. एल. सैनी, अवसर सचिव

New Delhi, the 4th August, 1997

S.O. 1996.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed:

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) hereinafter referred to as the said Act, the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. WCL/C-1(E)/III/JJM/622-0397 dated the 11th March, 1997 of the area covered by this notification can be inspected in the office of the Western Coal-

fields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) or in the office of the Collector, Chandrapur (Maharashtra State) or in the office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification may deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-Charge/Head of the Department (Revenue), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra State) within ninety days from the date of publication of this notification.

SCHEDULE

NAGLON INCLINE EXTENSION BLOCK

MAJRI AREA

DISTRICT CHANDRAPUR (MAHARASHTRA)

[Plan No. C-1 (E)/III/JJM/622-0397 dated the 11th March, 1997]

Serial number	Name of village	Village number	Tahsil	District	Area in hectares	Remarks
1.	Patala	304	Bhadrawati	Chandrapur	191.75	Part
Total Area :					191.75 hectares (approximately)	
					or	473.81 acres (approximately)

Boundary description :

A—B : Line starts from point 'A' and passes along the common village boundary of villages Naglon and Patala and meets at point 'B'.

B—C : Line passes along the common village boundary of village Mangaon and Patala and meets at point 'C'.

C—D : Line passes along the common village boundary of villages Rslegaon and Patala and meets at point 'D'.

D—E : Line passes along the northern bank of Wardha River and meets at point 'E'.

E—A : Line passes through village Patala and meets at starting point 'A'.

[No. 43015/8/97-LW]

MRS. P. L. SAINI, Under Secy.

नई दिल्ली, 5 अगस्त, 1997

का.आ. 1997.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना सं. का.आ. 2941 तारीख 25 सितम्बर, 1996 जो भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 19 अक्तूबर, 1996 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि और ऐसी भूमि में या उस पर के समस्त अधिकारों के अर्जन करने के अपने आशय की सूचना दी थी;

और महाम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात और महाराष्ट्र सरकार से परामर्श करने के पश्चात यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 160.13 हेक्टर (लगभग) या 395.70 (एकड़) माप वाली भूमि और ऐसी भूमि में या उस पर के समस्त अधिकार अर्जित किए जाने चाहिए।

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 9 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इसमें संलग्न अनुसूची में वर्णित 160.13 हैक्टर (लगभग) या 395.70 एकड़ (लगभग) माप वाली भूमि और अर्जित ऐसी भूमि में या उस पर के सभी अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. सी-1/ई III/जे.जे.जे.आर./604-596 तारीख 29 मई, 1996 का निरीक्षण नियंत्रक का कार्यालय चन्द्रपुर (महाराष्ट्र) के कार्यालय में, कोयला नियंत्रक, 1, कान्सिल हाउस स्ट्रीट, कलकत्ता-700 001 के कार्यालय में या वेस्टर्न कोलफील्ड्स लि. (राजस्व विभाग) कोयला एम्प्लेट सिविल लाइन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

अनुसूची

धोरवासा ब्लाक

मजरी क्षेत्र

जिला चन्द्रपुर (महाराष्ट्र)

[रेखांक सं. सी-1(ई) III/जेजेजे आर/604-596 तारीख 29 मई 1996]

सभी अधिकार

क्रम सं.	ग्राम का नाम	पटवारी सकिल सं.	तहसील	जिला	क्षेत्र हैक्टर में	टिप्पण
1.	चारगांव	28	भद्रावती	चंद्रपुर	30.30	भाग
2.	धोरवासा	28	भद्रावती	चंद्रपुर	125.05	भाग
3.	तेलवासा	28	भद्रावती	चन्द्रपुर	4.78	भाग
कुल क्षेत्र					160.13 हैक्टर (लगभग) या 395.70 एकड़ (लगभग)	

ग्राम चारगांव में अर्जित किए जाने वाले प्लॉट संख्यांक :

178/1, 178/2, 179/ से 181, 188 से 198

ग्राम धोरवासा में अर्जित किए जाने वाले प्लॉट संख्यांक :

4, 8 से 10, 21, 22, 23/1, 23-2, 24, 25/1-25/2-25/4, 46 भाग 49/1-49/2, 50/1-50/2-50/3, 54, 63/1-63/2, भाग, 64, 67, 68/1, 68/2, 68/3, 68/4, 69/1, 69/2 क, 62/ख, 70/1, 70/2, 71/1-71/2-71/3-71/4 72 से 80/1-80/2, 81 से 84, 85/1, 85 2, 86/1, 86/2, 87 से 89, 101/1/1 101/2, 102 से 105, 106/1, 106/2, 106/3, 107 से 109, 115/1, 115/2, 357, 358, 359/1-359/2-359/3, 360, 361 भाग सड़क भाग।

ग्राम तेलीवासा में अर्जित किए जाने वाले प्लॉट संख्यांक :

21 भाग, 27 से 30, 37

सीमा वर्ण

क-ख

रेखा 'क' बिन्दु से आरम्भ होती है और प्लॉट संख्यांक 180, 181, 188 की बाहरी सीमा के साथ-साथ ग्राम चारगांव से होकर जाती है और 'ख' बिन्दु पर मिलती है।

- ख-ग रेखा, चारगांव और धोरवासा ग्रामों की सम्मिलित ग्राम सीमा के साथ जाती है फिर प्लॉट संख्यांक 109, 108, 115/1-115/2, 101/1, 101/2, 89 की बाहरी सीमा के साथ-साथ ग्राम धोरवासा से होते हुए बढ़ती है और 'ग' बिन्दु पर मिलती है।
- ग-घ रेखा, ग्राम धोरवासा से होकर जाती है, सड़क को पार करती है और प्लॉट संख्यांक 4, 8, 10, 21 की बाहरी सीमा के साथ-साथ बढ़ती है नाला को पार करती है फिर प्लॉट संख्यांक 359/1-359/2-359/3, 358, 360 की बाहरी सीमा के साथ जाती है और प्लॉट संख्यांक 361 के भागतः साथ-साथ और भागतः से होकर जाती है और फिर प्लॉट संख्यांक 361, 358, 357 की साथ बाहरी सीमा के साथ जाती है और 'घ' बिन्दु पर मिलती है।
- घ-ङ रेखा, धोरवासा और तेलवासा ग्रामों की सम्मिलित ग्राम सीमा के साथ-साथ जाती है फिर प्लॉट संख्यांक 37, 30, 27 की बाहरी सीमा के साथ-साथ ग्राम तेलवासा से होकर बढ़ती है और 'ङ' बिन्दु पर मिलती है।
- ङ-च रेखा, ग्राम तेलवासा से होकर जाती है और प्लॉट सं. 21 में प्लॉट सं. 27 की बाहरी सीमा से होकर जाती है तथा प्लॉट सं. 29 की बाहरी सीमा के साथ-साथ चलती है फिर प्लॉट सं. 25/1-25/2-25/3-25/4 की बाहरी सीमा के साथ ग्राम धोरवासा से होकर जाती है और प्लॉट संख्यांक 46 में भागतः होते हुए और भागतः साथ जाती है प्लॉट संख्यांक 4, 49/1-49/2-50/1-50/2-50/3, 54, 50/1, 50/2, 50/3-87, 86/2 प्लॉट संख्यांकों की बाहरी सीमा के साथ-साथ होते हुए जाती है और प्लॉट संख्यांक 64, 67, 68/1, 68/2, 68/3, 68/4 की बाहरी सीमा के साथ जाती है और 'च' बिन्दु पर मिलती है।
- च-क रेखा, चारगांव और धोरवासा ग्रामों की सम्मिलित ग्राम सीमा के साथ-साथ चलती है तब प्लॉट सं. 198, 178/2 178/1, 180 की बाहरी सीमा के साथ-साथ ग्राम चारगांव से होकर बढ़ती है और अंतर्गत बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/9/95-एल. एस. डब्ल्यू.]

श्रीमती पी. एल. मैनी, अवर सचिव

New Delhi, the 5th August, 1997

S.O. 1997.—Whereas by the Notification of the Government of India in the Ministry of Coal number S.O. 2941 dated the 25th September, 1996, issued under sub-section (1) of Section 7 of the Coal Bearing areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India Part-II, Section 3, sub-section (ii), dated the 19th October, 1996, the Central Government gave notice of its intention to acquire lands and all rights in the locality specified in the Schedule appended to that notification.

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Maharashtra is satisfied that the lands 1949 GI/97-3.

measuring 160.13 hectares (approximately) or 395.70 acres (approximately) and all rights in or over such lands as described in Schedule appended hereto should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the lands measuring 160.13 hectares (approximately) or 395.70 acres (approximately) and all rights in or over such lands as described in Schedule are hereby acquired.

The plan bearing number C-I(E) III/JJJR/604-596 dated the 29th May, 1996 of the area covered by this notification may be inspected in the office of the Collector, Chandrapur (Maharashtra) or in the office of the Coal Controller, 1, Council House Street, Calcutta (PIN 700001) or in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra).

SCHEDULE

DHORWASA BLOCK

MAIRI AREA

DISTRICT CHANDRAPUR (MAHARASHTRA)

(Plan No. C-I (E) III/JJR/604-596 dated the 29th May, 1996)

All Rights

Serial number	Name of village	Petwari circle number	Tahsil	District	Area in hectares	Remarks
1.	Chargaon	28	Bhadravati	Chandrapur	30.30	Part
2.	Dhorwasa	28	Bhadravati	Chandrapur	125.05	Part
3.	Telwasa	28	Bhadravati	Chandrapur	4.78	Part
Total area :					160.13 hectares (approximately)	
					or	
					395.70 acres (approximately)	

Plot numbers acquired in village Chargaon : 178/1, 178/2, 179 to 181, 188 to 198.

Plot numbers acquired in village Dhorwasa : 4, 8 to 10, 21, 22, 23/1-23/2, 24, 25/1-25/2-25/3-25/4, 46 part, 49-1-49/2, 50/1-50/2-50/3, 54, 63/1-63/2 part, 64, 67, 68/1-68/2-68/3-68/4, 69/1-69/2A-69/2B, 70/1-70/2, 71/1-71/2-71/3-71/4, 72 to 79, 80/1-80/2, 81 to 84, 85/1, 85/2, 86/1, 86/2, 87 to 89, 101/1-101/2, 102 to 105, 106/1-106/2-106/3, 107 to 109, 115/1-115/2, 357, 358, 359/1-359/2-359/3, 360, 361 part, road part, Nala part.

Plot number acquired in village Telwasa :
21 part, 27 to 30, 37.

Boundary description :

A—B : Line starts from point 'A' and passes through village Chargaon, along the outer boundary of plot numbers 180, 181, 188 and meets at point 'B'.

B—C : Line passes along the common village boundary of village Chargaon and Dhorwasa, then proceeds through village Dhorwasa along the outer boundary of plot number 109, 103, 115/1-115/2, 101/1-101/2, 89 and meets at point 'C'.

C—D : Line passes through village Dhorwasa, crosses road and proceeds along the outer boundary of plot numbers 4, 8, 10, 21, crosses nala then passes along the outer boundary of plot numbers 359/1-359/2-359/3, 358, 360 and passes partly along and partly through plot number 361, then passes along the outer boundary of plot numbers 361, 358, 357 and meets at point 'D'.

D—E : Line passes along the common village boundary of villages Dhorwasa and Telwasa, then proceeds through village Telwasa along the outer boundary of plot numbers 37, 30, 27 and meets at point 'E'.

E—F : Line passes through village Telwasa and passes along the outer boundary of plot number 27, in plot number 21, and passes along the outer boundary of plot number 29, then proceeds through village Dhorwasa, along the outer boundary of plot number 25/1-25/2-25/3-25/4, and passes partly along and partly through plot number 46, and passes along the outer boundary of plot numbers 4, 49/1-49/2, 50/1-50/2-50/3, 54, 50/1-50/2-50/3, 87, 86/2, in plot number 63/1-63/2, and passes along the outer boundary of plot numbers 64, 67, 68/1-68/2-68/3-68/4 and meets at point 'F'.

F—A : Line passes along the common village boundary of village Chargaon and Dhorwasa, then proceeds through village Chargaon along the outer boundary of plot numbers 198, 178/2, 178/1, 180 and meets at starting point 'A'.

[No. 43015/9/95-LSW]

MRS. P. L. SAINI, Under Secy.

आदेश

नई दिल्ली, 6 अगस्त, 1997

का० आ० 1998.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन निकाली गई भारत सरकार के कोयला मंत्रालय

की अधिसूचना संख्या का०आ० 3407, तारीख 2-12-1996 के, भारत के राजपत्र, भाग II, खंड 3 उपखंड (ii), तारीख 14-12-1996 में प्रकाशित होने पर उक्त अधिसूचना में संलग्न अनुसूची में यथावर्णित भूमि और ऐसी भूमि में या उस पर के अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन सभी विवरणों से मुक्त होकर, आर्थिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि वेस्टर्न कोलफील्ड्स लि०, नागपुर (जिसे इसमें इसके पश्चात् उक्त कम्पनी कहा गया है) ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निम्न अधिरोपित करना उचित समझे, अनुपालन करने के लिए राजामंद है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और उक्त भूमि में या उस पर के अधिकार, तारीख 14-12-1996 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की वजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहने हुए, उक्त सरकारी कंपनी में निहित हो जाएंगे अर्थात् :-

1. कंपनी, उक्त अधिनियम के उपबंधों के अधीन अवधारित प्रतिफल, व्याज, नुकसानी और वैसी ही मदों की वादत किए गए सभी मदों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;

2. कंपनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का आवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त सरकारी कंपनी बहुत करेगी और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की वादत उपगत सभी व्यय भी, सरकारी कंपनी बहुत करेगी;

3. कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बाने में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी;

4. कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना उक्त भूमि किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और

5. कंपनी, ऐसे निर्देशों और शर्तों का, जो केन्द्रीय सरकार द्वारा जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित की जाएं, पालन करेगी ।

[का० सं० 43015/25/95-ए०एम० उ०खू]
श्रीमती प्रेमलता सेनी, अवर सचिव

ORDER

New Delhi, the 6th August, 1997

S.O. 1998.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal No. S.O. 3407 dated the 2nd December, 1996 in the Gazette of India, Part-II, Section-3, Sub-Section (ii) dated the 14th December, 1996, issued under Sub-Section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and all rights in or over such lands, described in the schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the Western Coalfields Limited, Nagpur (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 11 of the said Act, the Central Government hereby directs that said lands and all rights in or over such lands so vested shall, with effect from the 14th December, 1996, instead of continuing to so vest in the Central Government, vest in the Government Company, subject to the following terms and conditions, namely:—

1. The Government Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act.
2. A tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and, similarly, all expenditure incurred in respect of all legal proceedings like appeals etc. for or in connection with the rights in or over the said lands so vesting shall also be borne by the Government Company.
3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vesting.
4. The Government company shall have no power to transfer the said lands to any other person without the previous approval of the Central Government.
5. The Government company shall abide by such directions and conditions as may be given or

imposed by the Central Government for particular areas of the said lands as and when necessary.

[No. 4315/25/94-LSW]

MRS. P. L. SAINI, Under Secy.

भ्रादेश

नई दिल्ली, 6 अगस्त, 1997

का०आ० 1999.—कोयला धारक क्षेत्र (अजन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) धारा 9 की उपधारा (1) के अधीन निकासी गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 1248 तारीख 4-4-1994 के, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) में, तारीख 28-5-1994 प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची "क" और "ख" में यथार्थणित भूमि और ऐसी भूमि में या उस पर के अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगनों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि साउथ ईस्टर्न कोलफील्ड्स लि., बिलासपुर (म.प्र.) (जिसे इसमें इसके पश्चात् उक्त कंपनी कहा गया है) ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए राजामंद है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और उक्त भूमि में या उस पर के अधिकार, तारीख 28-5-1994 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :-

1. कंपनी, उक्त अधिनियम के उपबंधों के अधीन अवधारित प्रतिकर, ब्याज, नुकसानी और वैसी ही मदों को बावत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;

2. कंपनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को सदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त सरकारी कंपनी वहन करेगी और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उसने संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की बावत उपगत सभी व्यय भी, सरकारी कंपनी वहन करेगी;

3. कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी;

4. कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना उक्त भूमि किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और

5. कंपनी, ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार द्वारा जो कभी आवश्यक हो, उक्त भूमि के विभिन्न क्षेत्रों के लिए दिए जाएं या अधिरोपित की जाएं, पालन करेगी।

[फा. सं. 43015/14/90-एल.एस.उड्यू.]

श्रीमती प्रेमलता सैनी, अव्वर सचिव

ORDER

New Delhi, the 6th August, 1997

S.O. 1999.—Whereas on the publication of the Notification of the Government of India in the Ministry of Coal number S.O. 1248 dated the 4th April, 1994 in the Gazette of India, Part-II, Section 3, Sub-section (ii), dated the 28th May, 1994 issued under sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and right in over such lands as described in the Schedule 'A' and 'B' appended to the said Notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act:

And whereas the Central Government is satisfied that the South Eastern Coalfields Limited, Bilaspur (Madhya Pradesh) (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 11 of the said Act, the Central Government hereby directs that the lands and rights in or over the said lands so vested shall, with effect from 28th May, 1994, instead of continuing to so vest in the Central Government, vest in the Government Company, subject to the following terms and conditions namely :—

1. The Government Company shall reimburse the Central Government all payments made in respect of compensation, interest, damages and the like, as deter-

mined under the provisions of the said Act;

2. A tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1), and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with rights, in or over the said land, so vesting shall also be borne by the Government Company;
3. The Government Company shall indemnify the Central Government or its Officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its Official regarding the rights in or over the said lands so vesting;
4. The Government Company shall have no power to transfer the said lands to any other persons without the previous approval of the Central Government; and
5. The Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[No. 43015/14/90-LSW]

MRS. P. L. SAINI, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय
(भारतीय चिकित्सा पद्धति और होम्योपैथी विभाग)

नई दिल्ली, 31 जुलाई, 1997

का.आ. 2000—होम्योपैथी केन्द्रीय परिपक्व अधिनियम, 1973 (1973 का 59) की धारा 3 की उपधारा (1) के खंड (ख) के उपबंधों के अनुसरण में, नीचे दी गई सारणी के स्तम्भ (1) में उल्लिखित व्यक्ति को स्तम्भ (2) में उल्लिखित विश्वविद्यालय से निर्वाचित किया गया है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के स्वास्थ्य और परिवार कल्याण मंत्रालय, स्वास्थ्य विभाग की अधिसूचना सं.

का.आ. 482 (अ), तारीख 6 अगस्त, 1974 द्वारा प्रकाशित में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना की सारणी में, क्रम सं. 20 और उससे संबंधित प्रविष्टियों के स्थान पर, निम्नलिखित रखा जाएगा, अर्थात् :—

(1)	(2)
“20. डा. बी. बी. दवे संकायाध्यक्ष, होम्योपैथी संकाय, सरदार पटेल विश्वविद्यालय, पो.बी. नं. 10, बिद्या नगर-388 120 (गुजरात)	सरदार पटेल विश्व- विद्यालय”

[फा.सं. बी-27021/46(1)/94/होम्यो./ईयू]

चिरंजी लाल, अवर सचिव

टिप्पणी :—प्रधान अधिसूचना सं. का.आ. 482(ई), दिनांक 06-08-74 के तहत प्रकाशित की गई थी और तत्पश्चात् इन अधिसूचनाओं अर्थात् का.आ. 818(ई) दिनांक 22 अक्टूबर, 1990, का.आ. सं. 75 (ई) दिनांक 6 फरवरी, 1991 और का.आ. 1263 दिनांक 27 अप्रैल, 1992, का.आ. 1521 दिनांक 6 मई, 1996 और का.आ. 3513, 3516, 3517 दिनांक 5 दिसम्बर, 1996 द्वारा संशोधन किया गया ।

MINISTRY OF HEALTH & FAMILY WELFARE

(Department of ISM & H)

New Delhi, the 31st July, 1997

S.O. 2000.—Whereas in pursuance of the provisions of clause (b) of Sub-section (1) of Section 3 of the Homoeopathy Central Council Act, 1973 (59 of 1973), the person mentioned in column (1) of the Table below has been elected from the University mentioned in column (2);

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Health & Family Welfare. Department of Health, published vide No. S.O. 482(E), dated 6th August, 1974, namely :—

In the Table to the said notification for serial No. 20 and the entries relating thereto, the following shall be substituted namely :—

1	2
“20. Dr. V.V. Dave Dean, Faculty of Homoeopathy, Sardar Patel University, P.B. No. 10, Vidya Nagar- 388120 (Gujarat).	Sardar Patel University”

[F. No. V. 27021/46/(1)/94/Homoeo/EU]
CHIRANJI LAL Under Secy.

Foot Note: The Principal notification was published vide No. S.O. 482 (E), dated 06-08-74, and subsequently amended by S.O. 818 (E) dated 22nd October, 1990, S.O. 75 (E) dated 6th February 1991 and S.O. 1263 dated 27th Apr. 1992, S.O. 1521/dated 6th May 1996, S.O. 3513, 3516, 3517, dated 5th Dec. 1996.

(स्वास्थ्य विभाग)

आदेश

नई दिल्ली, 31 जुलाई, 1997

का.आ. 2001—इलीनोइस विश्वविद्यालय, यू.एस.ए., द्वारा प्रदान की गई चिकित्सा अर्हता एम.डी. भारतीय चिकित्सा परिषद् अधिनियम 1956 (1956 का 102) के प्रयोजन के लिए उक्त अधिनियम की धारा 14 की उपधारा (1) के अंतर्गत एक मान्यताप्राप्त चिकित्सा अर्हता है।

और डा. चार्ल्स एम. पैनी, जिसके पास उक्त अर्हता है, कुष्ठ अस्पताल राजीनंदगाव, मध्य प्रदेश से संलग्न है :—

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 14 की उपधारा (1) के खंड (ग) के अनुसरण में :—

(क) इस अधिसूचना के जारी होने की तारीख से दो वर्ष की अवधि अथवा

(ख) उस अवधि को जिसके दौरान डा. चार्ल्स एम. पैनी डाक्टर आफ मेडिसिन कुष्ठ अस्पताल राजीनंदगाव, मध्य प्रदेश से संलग्न है,

जो भी लघुतर हो, ऐसी अवधि के रूप में विनिर्दिष्ट करती है जिसके लिए उक्त डाक्टर की चिकित्सा प्रैक्टिस सीमित होगी।

[संख्या बी. 11016/7/96-एम ई (यू जी)]

एस.के. मिश्र, डेस्क अधिकारी

(Department of Health)

ORDER

New Delhi, the 31st July, 1997

S.O. 2001.—Whereas the Medical qualification M.D. granted by University of Illinois, U.S.A. is a recognised medical qualification for the purposes of the Indian Medical Council Act, 1956 (102 of 1956) under sub-section (1) of Section 14 of the said Act;

And whereas Dr. Charles S. Paine who possesses the said qualification is attached to Leprosy Hospital in Rajinandgaon, Madhya Pradesh;

Now, therefore, in pursuance of clause (c) of sub-section (1) of Section 14 of the said Act, the Central Government hereby specifies :—

(a) a period of two years from the date of issue of this notification; or

(b) the period during which Dr. Charles S. Paine, Doctor of Medicine is attached to Leprosy Hospital in Rajinandgaon, Madhya Pradesh ;

whichever is shorter as the period for which the medical practice of the said doctor shall be limited.

[No. V-11016/7/96-ME(UG)]

S. K. MISHRA, Desk Officer

कृषि मंत्रालय

(कृषि एवं सहकारिता विभाग)

नई दिल्ली, 17 जून, 1997

का.आ. 2002.—केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण तथा अपील) नियमावली, 1965 के नियम 34 के साथ पठित नियम 9 के उपनियम (2), नियम 12 के उपनियम (2) के उपवाक्य (ख) और नियम 24 के उपनियम (1) के तहत प्रदत्त शक्तियों का प्रयोग करते हुए, राष्ट्रपति भारत सरकार कृषि मंत्रालय के दिनांक 28 फरवरी, 1997 के सा.वा.नि.सं. 634क के तहत जारी की गयी अधिसूचना में आगे संशोधन करते हैं।

(i) जहाँ जहाँ शब्द और ग्रंथ वर्ग-III और वर्ग IV "लिखे हों वहाँ-वहाँ क्रमशः समूह "ग" और समूह "घ" प्रतिस्थापित करें।

(ii) सामान्य केन्द्रीय सेवा समूह (ग) के भाग-I में अनुसूची में "केन्द्रीय मत्स्य प्रचारन संस्थान" के शीर्षक और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित शीर्षक और प्रविष्टियों प्रतिस्थापित की जाएगी यथा :—

1	2	3	4	5
"केन्द्रीय मत्स्य नौचालन एवं इंजीनियरी प्रशिक्षण संस्थान सामान्य केन्द्रीय सेवा समूह (ग) तथा (घ) पद कोचीन मद्रास तथा बिजाग में	वरिष्ठ प्रशासनिक अधिकारी	वरिष्ठ प्रशासनिक अधिकारी	सभी	निदेशक"

[फा. सं. 3-56/90-मा. (प्रशा.)]

के. पी. मल्होत्रा, अवसर सचिव

नोट :—मूल अधिसूचना भारत के राजपत्र में दिनांक 28-2-1957 के सा. का. नि. 634-क के तहत प्रकाशित हुई थी जिसमें दिनांक 3-4-1968 के का.आ. 1323 और दिनांक 24-5-1972 के का.आ. 1657 के तहत संशोधन भी किये गये थे।

MINISTRY OF AGRICULTURE

(Department of Agriculture and Cooperation)

New Delhi, the 17th June, 1997

S.O. 1600.—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 read with rule 34 of the Central Civil Services (Classification Control and Appeal) Rules, 1965, the President hereby makes the following further amendment in the notification of the Government of India in the Ministry of Agriculture number S.R.O. 634-A dated the 28th February, 1957. In the said notification,—

- (i) for the word and figure "Class III" and "Class IV" wherever they occur, the word and letter "Group C" and "Group D" shall respectively be substituted,
- (ii) In the SCHEDULE in Part I-General Central Service Group C for the heading 'Central Institute of Fisheries Operatives' and the entries relating thereto, the following heading and entries shall be substituted, namely :—

1	2	3	4	5
Central Institute of Fisheries, Nautical and Engineering Training "General Central Services, Group C and D Posts at Cochin, Madras and Vizag.	Senior Administrative Officer	Senior Administrative Officer	All	Director"

[File No. 3-56/90-FY (Admn.)]

K.P. MALHOTRA, Under Secy.

Note : The Principal notification was published in the Gazette of India vide number S. R. O. 634-A dated 28-2-1957 and subsequently amended vide S. O. 1323 dated 3-4-1968 and S.O. 1657 dated 24-5-1972.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 22 जुलाई, 1997

का.आ. 2003.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में दूरदर्शन महानिदेशालय एवं गीत और नाटक प्रभाग (सूचना और प्रसारण मंत्रालय) के निम्नलिखित अधीनस्थ कार्यालयों को जिनके 80% से अधिक कर्मचारी बृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. दूरदर्शन अनुसूचक केन्द्र, सूरत।
2. गीत और नाटक प्रभाग, उप केन्द्र, बेंगलूर।

[संख्या ई-11011/1/93-हिन्दी]

एस.एस. कटारिया, निदेशक (राजभाषा)

MINISTRY OF INFORMATION & BROADCASTING

New Delhi, the 22nd July, 1997

S.O. 2003.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976, the Central Government hereby notify the following Subordinate Offices of the Directorate General : Door-darshan and Song & Drama Division (Ministry of Information & Broadcasting), the staff whereof more than 80 percent have acquired the working knowledge of Hindi :—

1. Doordarshan Maintenance Centre, Surat.
2. Song & Drama Division, Sub-Centre, Bangalore.

[No. E-11011/1/93-Hindi]
S. S. KATARIA, Director (OL)

श्रम मंत्रालय

नई दिल्ली, 26 जून, 1997

का. आ. 2004.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. बी.सी.सी.एल. के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 1) धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-6-97 को प्राप्त हुआ था।

[सं. एल-20012/343/92-आईआर (सी-1)]

ब्रज मोहन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 26th June, 1997

S.O. 2004.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No-1), Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 25-6-97.

[No. L-20012/343/92-IR (C-I)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d)(2A) of the Industrial Disputes Act, 1947.

Reference No. 96 of 1993

PARTIES:

Employers in relation to the management of Khas Kusunda Colliery of M/s. B.C.C.Ltd.

AND

Their Workmen

PRESENT:

Shri Tarkeshwar Prasad, Presiding Officer.

APPEARANCES:

For the Employers---Shri Deobrat Singh, Advocate.

For the Workmen---Shri B. N. Singh, Secretary.
STATE : Bihar. INDUSTRY : Coal.

Dated, the 5th June, 1997

AWARD

By Order No. L-20012(343)/92-J.R. (Coal-I) dated 9-11-1993 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the demand of National Coal Workers Congress for employment with full back wages of Shri Jamir Ansari, and 30 others is justified? If so, to what relief the workmen are entitled?"

2. The workmen and the sponsoring union appeared and filed their written statement stating therein that the concerned workmen worked till the end of 1976 and all on a sudden they were stopped from work the beginning of 1977, on the ground that they were imposters. Thereafter the workmen represented before the management that they were genuine workmen and their case should be examined separately for their restoration to their permanent employment and thereafter a Committee was appointed secretly by the management to re-examine their case and after re-examining the same secretly the Committee found them to be genuine workman and not imposters. It is further said that on such finding the Asstt. Personnel Manager of Kusunda Area No. 6 wrote confidential letter dated 20-5-77 to the Manager of Khas Kusunda Colliery stating therein that the case of the concerned workmen who were stopped from employment as imposters were re-examined by a committee which found them to be genuine workmen and that the D(P) and G.M. had desired that they should be allowed to resume their duty with immediate effect and their back wages also be paid for their period of

idleness and this may be treated as very urgent. It is also said that on receipt of such letter the Manager of Khas Kusunda Colliery wrote to the P.O. and T.K. Section as "Please write letters allowing all persons to join duty immediately." It is said that on persistent enquiries and approaches of the concerned workmen and their union the aforesaid position was not made known to the workmen as it was kept secret. But after long time and a few months earlier to the date of raising the present dispute before the A.L.C.(C) a copy of letter dated 20-5-77 was obtained by one of the concerned workmen who along with other concerned workmen approached the union to raise industrial dispute for restoration of their employment with full back wages and as such the sponsoring union raised industrial dispute before the A.L.C.(C), Dhanbad and notice was sent to the management and by its letter dated 26-2-92 the management mentioned that on recommendation of the committee constituted for the purpose of examining genuineness of concerned 31 workmen as per annexure-II it was decided by the competent authority to take the concerned workmen in employment vide order dated 20-5-77 and accordingly the colliery management was agreeable to allow them work and pay them wages for the idle period but none of the workmen had reported for duty till date.

3. On receipt of the said letter from the management the sponsoring union submitted before the A.L.C.(C) to get the matter settled with the management and to restore employment of the concerned workmen with back wages and so far the back wages the union was agreeable to accept the decision of the A.L.C.(C) but the management did not come to settle the above terms and the conciliation failed and the matter was sent to the Ministry where the present dispute has been made.

4. It is, therefore, submitted that the action of the management in not giving employment to the concerned workmen and concealing letter dated 20-5-77 (Confidential) and not paying wages to them as mentioned and not paying wages for the idle period was unjustified, arbitrary and illegal and the concerned workmen are entitled for restoration of their employment with full back wages. Hence, it is submitted that an award be passed accordingly and the names and details of the concerned workmen has been given in Annexure-I attached with written statement.

5. The management appeared and filed counter statement stating, inter-alia that the statements made by the sponsoring union vide paras 2, 3 and 4 were incorrect and denied and so far paras 5 to 9 are concerned, it is stated that these are not based on facts and denied and the entire story is based on false and concocted documents to get employment of 31 workmen who were never employees of Khas Kusunda Colliery and their names do not find place in the Form 'B' Register and Identity Card register. It is also said that out of 31 persons one Jamir Ali, registered contractor of Khas Kusunda Colliery who was never engaged on any work of perennial nature and others may have worked under him as contract labour and this in itself did not entitle to seek their employment as employees of B.C.C. Ltd. of Khas Kusunda Colliery. It is said that the claim of the workmen and the 1949 GI/97-4.

sponsoring union to get employment with the management was absolutely frivolous and untenable and there was no employer employee relationship between them and claim of the workmen was unjustified and they were not entitled to get any such employment.

6. By way of rejoinder to the written statement of the management the workmen have filed their counter statement stating therein that the plea taken by the management was totally false and have been denied specifically and parawise. It is also said that this plea of the management was contrary to the contention of the written statement filed by the workmen and are denied being misleading and mis-representation of fact. It is also said that there was close employer employee relationship between the 31 concerned workmen of this reference and it is also said that the management has accepted the existence of the workmen in employment in their written comments filed before the Conciliation Officer in conciliation proceeding and have also referred letter dated 20-5-77 under signature of the then Sri B. N. Jha, Personnel Manager of the Area No. 6 addressed to the Manager of Khas Kusunda Colliery, but shown their inability to resume duty with back wages or otherwise after lapse of 15 years. It is therefore submitted that the action of the management was quite unjustified in not reinstating the concerned workmen in service and award be passed accordingly.

7. Now, on the basis of the pleadings of the parties the point for consideration in this reference is—

- (a) Whether the demand of the workmen and the sponsoring union for employment with full back wages is genuine and justified?
- (b) If not, to what other relief the workmen are entitled.

8. Both the points being interlinked are taken together for their consideration.

9. In support of their case the management have examined two witnesses, MW-1—Kali Kinkar Mukherjee, Mines Surveyor of Khas Kusunda Colliery and MW-2—Ram Narayan Singh, working as Time Keeper of Khas Kusunda Colliery, MW-1 has stated that there was no workman by name of Jamir Ansari in the colliery though there was a contractor with this name, and one Karanjit Rai was also a contractor. He denied that any of the workmen was working in the company. He has further said that Jamir Ansari had worked upto 1984-85 and Karanjit Rai had worked as contractor till 1985. A case was filed by Jamir Ansari in Civil Court relating to payment against the management and thereafter he was stopped giving any contract work and Jamir Ansari was doing work relating to civil construction. However he could not say whether Sri Ansari was a licensed contractor or not. He has admitted that Sri Ansari was doing the contract work in the colliery since 1974 and Karanjit Rai was doing contract work since 1980. He has denied that these two persons were not working as contractors but they were working as employees of the company.

10. MW-2—Time Keeper also stated that Jamir Ansari and 30 other concerned workmen were not working in BCCL and they used to work under contractor. He has further said that they were working under contractor, Jamir Ansari, but whether Jamir Ansari was a registered contractor or not he could not say. He could not say as to whether the contractor had any licence for engaging 20 workmen or more. He has denied that they were not contractor's workmen rather they were permanent employees who were removed from service arbitrarily. There is no other witness on behalf of the management.

11. The workmen have examined three witnesses—WW-1—Krishnadeo Prasad Yadav, Medical Clerk of Khas Kusunda Colliery, WW-2—Karanjit Ray, one of the concerned workmen and WW-3 Bishnudeo Yadav who is an office bearer of the sponsoring union and who is working as Mining Sirdar with the workmen.

12. WW-1 is also concerned with the sponsoring union. He has supported the case of the workmen as given in written statement and has proved a letter under signature of Sri B. N. Jha, marked Ext. W-1 and other letter under signature of Sri B. N. Singh, Secretary of the union, marked Ext. W-2 with annexure and the letter of Sri K. P. Singh, Dy. C.M.E. marked Ext. W-3 and another letter addressed to A.L.C., marked Ext. W-2/1 and photo copy of five representations filed by the concerned workmen under their signature addressed to the management Exts. W-4 to W-4/4 and another letter sent to the General Manager, Kusunda Area under signature of B. N. Singh, marked Ext. W-5. It is also said that during the aforesaid period of their working, they were stopped from work by the management for a few days. In cross-examination he has stated that the sponsoring union took up the matter of the workmen through Ext. W-2 dated 4-11-91 and it was also raised by the workmen themselves who filed petitions before the management prior to this date.

13. Evidence of WW-3 is on the same line and has stated that the concerned workmen have worked in Khas Kusunda Colliery from October, 1970 to the end of 1973 and in the year 1974-75 the management gave them work and in the year 1976 they were given work for the whole year. But from the beginning of 1977 they were stopped from work and thereafter the workmen approached to the union leader, Sri Lalit Burman to take up their matter but in the year 1981 he left raising dispute on the plea that it would cause a stake if the dispute was raised and thereafter R.C.M.S. took up the case and raised the industrial dispute, but it also left the matter after 5 to 6 years and thereafter the sponsoring union raised the dispute as per Ext. W-1 which had received in the year 1981. He was Joint Secretary of the sponsoring union since 1977 and Sri Lalit Burman had made correspondence with the management regarding the case of the workmen. Thereafter the workmen approached the R.C.M.S. in the year 1981. He has submitted that after stoppage of work of the workman Zamil Ansari was given work in the year 1982 for installation of hand pumps by the management.

14. WW-2 is one of the concerned workmen and has stated that he joined Khas Kusunda Colliery on 8-3-70 as Munshi and other workman also joined

around that time and worked till December, 1973. They were paid wages through pay-sheet and thereafter they continued to work regularly till 1974 to the beginning of the year 1975. From the beginning of 1975 the management used to pay them through vouchers and from January, 1976 upto December, 1976 they were allowed to work regularly and thereafter they were stopped work from the beginning of 1977 without any ryme, reason or notice. They made correspondence thereafter but of no effect and in the year 1991 the sponsoring union raised the dispute before the management and before the R.L.C. He has further stated that they received copy of the letter of 1977 by which the management has recommended for regularisation of their service and it was received by six months of writing of the letter. He has further stated that in the conciliation proceeding the R.L.C. recommended for their appointment but the company did not agree to that. He was not cross-examined as none was present on behalf of the management nor any petition was filed later on for his recall. There is no other witness on behalf of the workman.

15. I further find that some documents have been filed on behalf of the management. Exts M-1 and M-1/1 are measurement books showing Jamir Ansari as Contractor and Ext. M-2 and M-2/1 are photo copy of Form 'B' Registers of Khas Kusunda Colliery where names of these workmen did not find place.

16. Some documents have also been filed on behalf of the workmen which are marked Ext. W-1 copy of letter dated 20-5-1977 (confidential) from the Asstt. Personnel Manager to the Manager, Khas Kusunda Colliery in which recommendation was made for regularisation of service of the 31 concerned workmen immediately. Ext. W-2 is carbon copy of letter dated 4-11-1991 of the sponsoring union to the Asstt. Labour Commissioner (Central) raising the industrial dispute alongwith Annexure-I containing names of all 31 concerned workmen. Ext. W-3 is letter given by the Agent, Khas Kusunda Colliery to the Asstt. Labour Commissioner dated 26-2-1992 in which it was admitted that as per order dated 20-5-1977 the colliery management was agreeable to offer the workmen employment and pay them wages for their period of idleness but none of the workmen turned up for duty and after 15 years the case was raised by the sponsoring union on frivolous ground and for such a long period none of the workmen turned up for their joining duty and the management could not wait indefinitely so fresh recruitment was made thereby and the case being old for such a long period it should be treated time barred. Ext. W-2/1 is another letter given by the sponsoring union to the ALC (C). Ext. W-4 series are copies of representations filed by the workmen to the management continuously in the year 1973, 1974 and 1975. Ext. W-5 is letter dated 2-11-1991 given by the sponsoring union to the General Manager, Kusunda Area No. VI raising industrial dispute regarding the concerned 31 workmen. Detailed list of the workmen with their photographs duly attested by the President of the sponsoring union with their permanent address have also been filed by the workmen which is on record. There is no other document in this case.

17. While arguing the case it has been submitted on behalf of the workmen and the sponsoring union that their demand for regularisation in service is quite genuine as they have worked for such a long period from the year 1970 to 1976 in various capacities as stated by WW-2 and payment was made to them either through pay-sheet or through vouchers but regular work was taken from them till December, 1976 and they have also completed more than 240 days of regular work in 12 calendar months, but all on a sudden they were stopped from work in the year 1977 on the ground that they being imposters and thereafter on representations filed by the workmen a Committee was constituted by the management separately to re-examine their case and after examining their case individually it was found that they were genuine workmen working in the company since long and vide letter dated 20-5-1977 addressed to the Manager, Khas Kusunda Colliery, it was mentioned therein that termination was illegal and they should be re-appointed with full back wages for the idle period and order was made thereafter by the Manager allowing all the concerned workmen to join duty immediately. But surprisingly it is submitted that this letter was kept concealed and never such intimation was given to the workmen to join their duty although they were running from pillar to post for restoration of their job. It is also submitted that thereafter matter was raised before the management by the concerned workmen themselves and through their union but of no effect and finally the sponsoring union raised the matter before the management and also before the A.L.C. in November, 1991 where the management gave in writing vide Ext. W-3 admitting therein that vide order dated 20-5-1977 the colliery management was agreeable to offer the concerned workmen their work and pay wages for the period up to the date when they were taken in employment and after waiting for such a long period the management made fresh recruitment in their place and the dispute was raised by the sponsoring union after such long period was time barred state proceeding and the same was raised on frivolous ground and manufactured documents just to get employment to some workmen.

18. However, this contention was refuted on behalf of the concerned workmen and as per Ext. W-1 to W-5 it has been tried to show that it is not a fact that after stoppage of work the workmen never raised the dispute before the management and they were regularly filing petitions before the management since 1973 itself but it was never needed by the management and even after issuance of order dated 20-5-1977 as admitted by the management vide Ext. W-3 was never intimated to the concerned workmen that they were allowed to join duty and the management would also pay wages for the idle period as they were not imposters rather genuine workmen. It is further submitted that reason best known to the management this order was concealed by the management with some ulterior motive and it was never communicated to the workmen so as to enable them to join their duty. However, after lapse of a year on so they could get copy of that letter dated 20-5-1977 and thereafter the matter was raised

before the management through the union and finally dispute was raised through the sponsoring union in November, 1991 and as such the proceeding cannot be said to be time barred on state proceeding as the matter was being agitated before the management by the concerned workmen or through the union. It is also submitted that as the workmen worked for such long time in a job of permanent and perennial nature for years together from 1972 to December, 1976 and have completed more than 240 days regular work with the management they were entitled for reinstatement as their stoppage of work was without any notice or notice compensation and the action of the management was arbitrary, illegal and unjustified and this action of the management of stoppage of work was arbitrary, illegal and unjustified. It is also submitted that even by the Committee appointed by the management it was recommended that they were genuine workmen of the company for a long period and their stopping of work was not genuine and it was recommended that they should be taken into employment immediately and their wages for the idle period also be paid. But order being passed to issue letters to the workmen by the competent authority, it was never intimated to the workmen and they have been made to run here and there to earn their bread to keep them alive for no fault of theirs.

19. In support of their contentions copy of authority as given by their Lordship of the Hon'ble Supreme Court reported in 1961(3) F.L.R. 82=1961(I) LLJ 649 (Jaswant Sugar Mills Ltd., Meerut Vs. Badri Prasad) where the meaning of permanent and temporary workmen of Standing Orders, definition and interpretation have been given by their Lordship in Jaswant Sugar Mills Ltd. Vs. Badri Prasad and it was held that the definition of permanent workmen did not require that such workmen should be employed throughout the year. The work on which he is engaged should be of a permanent nature and should last throughout the year. The proper construction of the definition of permanent workmen is that he must be a workman engaged on a work of permanent nature which lasts throughout the year and who has completed his probationary period if any, not being one engaged to fill in a temporary need of extra hands on permanent job.

20. Perused the authority and I find in the plea taken on behalf of the workmen that as per this authority and considered the fact that the workmen have worked with the colliery management prior to nationalisation from the year 1970 and also after nationalisation till December, 1976 regularly on the job which are of permanent nature and their work was stopped by the management in the beginning of 1977 on the ground that the workmen being imposters. But this allegation was found to be incorrect and baseless by the Committee appointed by the management and recommendation was made for their reinstatement immediately with back wages for the idle period. However it was not agreed upon by the management and for that no explanation has been given and it was simply stated in the show-cause before the R.L.C.(C), Ext. W-3 and even after order dated 20-5-1977 none of the workmen was turned up to resume duty. But this plea does not prove at all and cannot be allowed as the work-

men were running from here to there to get employment would not have turned up to join, if such intimation was given to them at any point of time and the contention of the management that none of them turned up for work till February, 1992 is also can't be said to be believable.

21. On the other hand, it was submitted on behalf of the management that Ext. W-1 which is alleged letter dated 20-5-1977 is forged and fabricated document which has been manufactured by the workmen and the union just before raising the dispute and had this be a genuine document the same would naturally have been of the management but after through search no such letter was found, neither the Committee was constituted to re-examine the case of the concerned workmen. It was also submitted that had this letter been issued there was no bar at all for the workman to resume their duty, but nothing was done like this till 1991. It is clear that actually this letter was not issued at all. About contention of Ext. W-3 the letter given by the Dy. C.M.E. of the colliery to the Asstt. Labour Commissioner (Central), Dhanbad, it is submitted that in good faith it was stated by the then Dy. C.M.E. that even after issuance of order dated 20-5-1977 no workman turned up to resume duty till date i.e. filing of the reply in February, 1992 and at that time original of the same was not searched out in the office and this acceptance in Ext. W-3 is inadvertent and that can't be based for getting employment of the workmen in this case. It is also submitted that from the exhibits filed on behalf of the management Exts. M-1 and M-2 series it is clear that one of the workmen Jamir Ali has been shown as Contractor and payment was made to him accordingly as per measurement book and the name of none of the concerned workmen found place in Ext. M-2 which is Form 'B' Register and this also falsified the union's case that they were working regularly from the year 1972 to the end of 1976 and all of a sudden they were stopped from work in the year 1977.

21. (a) It is further submitted that the dispute was raised for the first time in November, 1991 by the sponsoring union after a lapse of 15 years and such a long delay makes the claim of the workmen and the union stale and also it may be time barred and with flux of such a long period the workmen are not entitled for any relief as claimed and their demand of restoration in service is not justified at all. It is also stated that the witnesses MW-1 and MW-2 examined by the management stated that Jamir Ali of Khas Kusunda Colliery was working as Contractor with the colliery of the company and they were not workmen as claimed by them and this fact also finds support from Ext. M-1 and M-2 series.

22. After going through the case record and evidence both oral and documentary of the parties and also considering the points of arguments advanced on their behalf. I find the plea taken on behalf of the workmen is more convincing and genuine and simply by stating on behalf of the management that contention of Ext. W-3 given by the Agent of the colliery was inadvertent and Ext. W-1 is manufactured and forged document can't be believed in the fact that original of the same has not been produced by the management even called for by the workmen

and if the original of the same is not available then on what basis Ext. W-1 which is copy of the order of the management itself dated 20-5-1977 can be taken to be forged. The management is to explain this fact and no satisfactory explanation has been given by the management. Ext. W-1 dated 20-5-1977 is admitted as late as in February, 1992 by the management and the Agent of the Colliery while giving reply to the A.L.C. in conciliation proceeding and existence of this order dated 20-5-1977 (Ext. W-1) was not challenged at that time that despite issuance of the order none of the workmen turned up till date, February 1992 to resume their duty and as such they were not taken into service. Now on what basis the plea taken by the management in the written argument that this contention was not based on record is inexplicable and convincing at all. If the documents and records are not kept properly in the office of the management then the management itself is liable for the same and not the workmen and merely because original of the same is not available in the office it can't be said that these documents, Exts. W-1 to W-3 filed by the workmen are false and fabricated. About Exts. M-1 and M-2 series I find that the name of the Contractor is Jamir Ali whereas the workman is Jamir Ansari and both can't be said to be one and singular man and Ext. M-2 is photo copy of Form 'B' Register and non-entry of name of the workmen there can't be said that they have not worked in the colliery and this register is maintained by the management and it is in its custody.

23. So far stale claim of the workmen is concerned I find that no limitation has been given under Industrial Disputes Act and so far stale claim is concerned it is clear that from the year 1977 onwards the workmen were agitating again and again before the management and after 1977 they agitated the matter before the management through its union and also individually but it was not heeded upon by the management and ultimately the sponsoring union raised the present industrial dispute before the A.L.C.(C) and after failure of conciliation proceeding the present reference has been made by the Ministry. It is also clear that the Conciliation Officer after considering the plea taken on behalf of the parties had asked the management to allow the workman to resume their duty as ordered in the letter Ext. W-1 dated 20-5-1977, but the management did not turn up for settlement and F.O.C. was sent to the Ministry.

24. In the above circumstances the contention of the management can't be accepted and I find that the demand of the sponsoring union for employment of the concerned workmen with full back wages is justified. Both the points are decided in favour of the workmen.

25. Accordingly, the management should absorb all the concerned 31 workmen in its employment as their stoppage of work from the beginning of 1977 was void abinitio and also arbitrary and without rhyme and reason. So far payment of back wages and date of employment is concerned the same being not specifically mentioned in the reference a long period of time lapsed. But it is clear that the present

dispute was raised by the sponsoring union in the year 1991 and the reference has been made in the year 1992 and the F.O.C. report was sent on 1-11-1992. As such the management is directed to take into employment the concerned workmen and to pay atleast 25% of full back wages to the concerned workmen from 1st November, 1992 i.e. the date of sending of F.O.C. report by the A.L.C.(C) to the Ministry.

26. Hence, the following award :—

The demand of the sponsoring union for employment of the concerned workmen is fully justified and the management is directed to take the concerned 31 workmen (as per annexure) into its regular employment and to pay 25% of full back wages with effect from 1-11-1992 within two months from the date of publication of the award in the Gazette of India.

However, there will be no order as to costs.

TARKESHWAR PRASAD, Presiding Officer.

ANNEXURE-I

S.No.	Name	Designation	B.F.No.
1.	Sri Jamir Ansari	Driver	295
2.	" Karanzit Rai	Munsi	938
3.	" Harti Narian Gope	Truck Khalasi	118
4.	" Nandlal Mahato	L/Mazdoor	80
5.	" Dahru Mahato	Night Guard	588
6.	" Sudodhan Mahato	-do-	845
7.	" Muneshwar Pandit	Peon	596
8.	" Muneshwar Pd. Yadav	Munshi	846
9.	" Rajesh Kr. Yadav	Munshi	601
10.	" Raja Ram Yadav	Driver	120
11.	" Sarju Mahato	Peon	374
12.	" Govind Mandal	W/Mazdoor	604
13.	" Tippet Mahato	Asstt. Clerk	90
14.	" Siwan Yadav	W/Mazdoor	603
15.	" Rajiv Kr. Rai	A/Clerk.	1305
16.	" Sudarshan Singh	L/Mazdoor	109
17.	" Umashankar Singh	D/Man	92
18.	" Ashu Mahato	G/Mazdoor	91
19.	" Muro Mahato	T/Mazdoor	597
20.	" Saroj Kr. Jha	R/Keeper	844
21.	" Laxmi Mandal	W/Mazdoor	605
22.	" Sameli Mahato	L/Mazdoor	79
23.	" Shival Mahato	P/Khalasi	83
24.	" Radha Kant Dutta	L/Munshi	103
25.	" Raj Kumar Pandey	R/Operator	921
26.	" Shashi Bhushan Dubey	Fitter	598
27.	" Hardeo Singh	P/Khalasi	599
28.	" Thakurji Dubey	G/Mazdoor	600
29.	Sri Jaldhar Yadav	N/Guard	1041
30.	" Hari Narain Gope	N/Guard	367
31.	" Pokhan Mahato	G/Mazdoor	602

नई दिल्ली, 14 जुलाई, 1997.

का.आ. 2005. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रेलवे सहकारी श्रम संविधा समिति लिमि. टुंडला के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-97 को प्राप्त हुआ था।

[संख्या एल-41012/237/95—आई आर (बी-I)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 14th July, 1997

S.O. 2005.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Rly. Sahkari Shram Samvida Samiti Ltd., Tundla and their workman, which was received by the Central Government on the 14th July, 1997.

[No. L-41012/237/95-IR (B.I.)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 54 of 1997

In the matter of Dispute :

BETWEEN

Adalti,
Village Panchdevra
P. O. Bedon Karchhana
Allahabad.

AND

Secretary
Railway Sahkari Shram Samvida Samiti Ltd.
Hata Asgariganj, Main Road
Tundla

AWARD

1. Central Government Ministry of Labour New Delhi vide its notification No. L-41012/237/95 dated 5-3-97 has referred the following dispute for adjudication to this Tribunal :
Whether the Central Govt. is the appropriate Govt. for workman in dispute who had been engaged by the Rly. Sahkari Shram Samvida Samiti Ltd. Tundla, a Licencee Contractor, under CL(RA) Act.

If so whether the action of the management of Rly. Sahkari Shram Samvida Samiti Ltd. Tundla in terminating the services of their employee at Alld. Rly. Station Sh. Adalti w.e.f. Nov., 94 is justified ? If not what relief the workman is entitled ?

2. It is unnecessary to give the details of the case as after sufficient opportunity the workman did not file claim statement. Hence it appears that the concerned workman is not interested in the case. Hence the reference is answered against concerned workman for want of prosecution and proof and concerned is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer.

नई दिल्ली, 14 जुलाई, 1997

का.आ. 2006.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रेलवे सहकारी संविधा समिति लिमि. टुंडला के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-7-97 को प्राप्त हुआ था।

[संख्या एल-41012/234/95—आई आर (बी I)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 14th July, 1997

S.O. 2006.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Rly. Sahkari Samvida Samiti Ltd. Tundla and their workman, which was received by the Central Government on the 10th July, 1997.

[No. L-41012/234/95-IR (BI)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 53 of 1997

In the matter of dispute :

BETWEEN

Jagannath
village Ishwarpur
P.O. Ara Kalan,
Handia, Allahabad,

AND

Industrial Dispute No. 55 of 1997

Secretary
Railway Sahkari Samvida Samiti Ltd.
Asriganj, Main Road
Tundla.

AWARD

1. Central Government Ministry of Labour New Delhi vide its notification No. 41012/234/95-I.R. (B) dated 5-3-97 has referred the following dispute for adjudication to this Tribunal:
Whether the Central Govt. is the appropriate Govt. for workman in dispute who had been engaged by the Rly. Sahkari Shram Samvida Samiti Ltd. Tundla, a licence contractor, under CL (R&A) Act.

If so whether the action of the management of Rly. Sahkari Shram Samvida Ltd. Tundla in terminating the services of their employee at Alld. Rly. Station Sh. Jaganath w.e.f. July 94 is justified? If not what relief the workman is entitled to?

2. It is unnecessary to give the details of the case as after sufficient opportunity the workman did not file claim statement. Hence it appears that the concerned workman is not interested in the case. Hence the reference is answered against concerned workman for want of prosecution and proof and concerned is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 14 जुलाई, 1997

का. आ. 2007.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार रेलवे सहकारी संविदा समिति लि., इलाहाबाद के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-7-97 को प्राप्त हुआ था।

[संख्या एल-41012/232/95-आई.आर. (बी-1)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 14th July, 1997

S.O. 2007.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sahkari Samvida Samiti Ltd. Allahabad and their workman which was received by the Central Government on 10-7-1997.

[No. L-41012/232/95-IR(B-I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CUM LABOUR COURT DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

In the matter of Dispute between :

Mahipati Singh,
S/o. Ram Haraj Singh,
Village Mugalha Pachdevra
Post Bendon Karchhana,
Distt. Allahabad.

AND

Secretary,
Rly. Sahkari Shram Samvida Samiti Ltd.
Tundla (U.P.).

AWARD

1. Central Government Ministry of Labour New Delhi vide its notification No. L-41012/232/95-I.R. (B) dated 5-3-97 has referred the following dispute for adjudication to this Tribunal :

Whether the Central Govt. is the appropriate Govt. for workman in dispute who had been engaged by the Rly. Sahkari Shram Samvida Samiti Ltd. Tundla, a licensee contractor, under CL(R&A) Act.

If so whether the action of the management of Rly. Sahkari Shram Samvida Samiti Ltd. Tundla in terminating the services of their employee at Alld. Rly. Station Sh. Mahipati Singh w.e.f. 1-4-94 is justified? If not what relief the workman is entitled to?

2. It is unnecessary to give the details of the case as after sufficient opportunity the workman did not file claim statement. Hence it appears the concerned workman is not interested in the case. Hence the reference is answered against concerned workman for want of prosecution and proof and concerned workman is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 14 जुलाई, 1997

का. आ. 2008.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार साउथ सेंट्रल रेलवे, अनन्तपुर (ए.पी.) के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निश्चित औद्योगिक विवाद में औद्योगिक अधिकरण I, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-97 को प्राप्त हुआ था।

[संख्या एल-41012/218/94-आई.आर. (बी I)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 14th July, 1997

S.O. 2008.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, I. Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of South Central Railway Anantapur (A.P.) and their workman, which was received by the Central Government on 14-7-1997.

[No. L-41012/218/94-IR(B-I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

Present :

Sri V. V. Raghavan, B.A., LL.B., Industrial Tribunal-I.

Dated : 23rd day of June, 1997

INDUSTRIAL DISPUTE NO. 22 OF 1996

BETWEEN:

Shri Souraj Papayya, Doddabasavanapura,

K. R. Puram Post, Bangalore-560036 .. Petitioner

ANDThe Divl. Mechanical Engineer (C&W),
South Central Railway, Guntakal Divn.,
Guntakal, District, Anantapur (A.P.)

.. Respondent

APPEARANCES :

Sri V. S. Naik, Advocate for the Petitioner.

Shri A. K. Jayaprakash Rao, Advocate for the Respondent.

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following Dispute under Section 10(1)(d) and 2A of Industrial Disputes Act, 1947 by its Order No. L-41012/218/94-IR(B.I) Dt. 19-3-96 for adjudication :

"Whether the management of Divisional Mechanical Engineer (C&W), South Central Railway, Guntakal is justified in imposing the punishment of removal of services in respect of Sh. Souraj Papayya, Fitter w.e.f. 25-11-1986 ? If not, what relief the workman is entitled to ?"

Notice was served upon both the parties. They appeared and filed their pleadings.

2. The workman Sri Souraj Papayya, hereinafter called the 'Petitioner', filed his claim statement contending as follows : The petitioner was appointed as Khalasi on 11-10-1966 and promoted as Fitter in 1983. He worked in Sholapur Division of Central Railway from 1966 to 1978. He was transferred to Guntakal Division in South Central Railway in 1978 as he gave option. The petitioner had absented from duty in 1985 as himself and his family members fell sick. He applied for Leave. An enquiry was ordered. The petitioner denied the charges and appeared before the Enquiry Officer. There was no proper enquiry. But he was removed from service by order dt. 25-11-1986. His appeal petition was rejected. The petitioner was repeatedly transferred from place to place after he was taken in Guntakal Division. So his health deteriorated. The penalty of his removal from service is unwarranted. It is shockingly disproportionate to the misconduct. Hence the respondent may be directed to reinstate the petitioner into service with back wages and other attendant benefits.

3. The Sr. Divl. Personnel Officer of South Central Railway hereinafter called the 'Respondent', filed a counter contending as follows : This Tribunal has no jurisdiction to entertain the dispute. The petitioner has to approach the Central Administrative Tribunal. The petitioner has been repeatedly absenting from duty at various places of his work. The petitioner absented from duty on 26-5-1978, 28-11-1979 to 29-11-1979 and 5-12-1979 to 6-12-1979 during his tenure at Hospet from 9-5-1978 to 15-1-1980. Consequent upon shifting of train examination from Hospet to Guntakal West, the petitioner was transferred to Guntakal West alongwith others. He was again transferred to Dharmavaram and he worked from 10-2-1980 to 3-9-1982. He absented from duty for 60 days while he was working at Dharmavaram. So he was transferred to Nandalur where he worked from 4-9-1982 to 13-12-1982. There also he absented from duty for 9 days. At his request the petitioner was again transferred to Guntakal West and he worked upto 23-5-1983. The petitioner was again transferred to Gooty as C&W Depot at Guntakal was closed. He absented from duty for total period of 324 days while he was working at Gooty. He absented from duty for prolonged spans from 16-6-1985 to 7-1-1986. The charge sheet for imposing major penalty was served upon him on 1-7-1985 for his unauthorised absence during the period from 27-6-1984 to 2-7-1984. After the enquiry he was removed from service. His Revision Petition was rejected in 1988. The petitioner raised the dispute in 1994. The order of removal is justified.

4. The respondent removed the petitioner for misconduct. Initially the respondent did not file the counter or record of domestic enquiry. So the evidence of the petitioner was

recorded. Later on the respondent filed a counter with a petition and also adduced evidence. The validity of domestic enquiry need not be decided in this matter, as the respondent did not file the domestic enquiry report into the Court, within time or requested the court to decide the validity of domestic enquiry. The petitioner was examined as W.W.1 and filed Exs. W1 to W13. The Office Superintendent of the respondent is examined as M.W.1 and he filed record of enquiry and other documents into the Court which are marked as Exs. M1 to M14.

5. The point for consideration is whether the petitioner is entitled to relief for reinstatement with back wages etc. ?

6. POINT : The petitioner was removed from service for absents from duty. The petitioner who was working in Sholapur Division of Maharashtra State, was permitted to come to his native state of Andhra Pradesh by transfer in 1978. But his conduct is not satisfactory. He frequently absented from duty. His contention that he was transferred frequently and so suffered ill health is not correct. On two occasions he was transferred due to the closure of the Branch in which he was working and on one occasion after he completed 3 years of service. When he asked for re-transfer, it was granted. The Places and Periods of his absence are as follows :

Places	Period
(i) Hospet	26-5-78, 28-11-79, 29-11-79, 5-12-79 and 6-12-79.
(ii) Dharmavaram	23-2-80 to 25-2-80, 7-3-80 and 8-3-80, 17-4-80 to 23-4-80, 10-6-80 and 11-6-80, 13-11-80 and 14-11-80, 31-12-80 and 1-1-81, 6-1-81, 20-1-81, to 24-1-81, 6-2-81 to 12-2-81, 6-4-81, from 2-5-81 to 4-5-81, from 23-5-81 to 31-5-81, from 1-6-81 to 13-6-81, 26-4-82 and 19-7-82.
(iii) Nandalur	from 4-12-82 to 12-12-82.
(iv) Gooty	26-4-84 to 2-7-84, 7-7-84 to 10-7-84, 7-8-84 to 11-8-84, 21-8-84 to 14-9-84, 15-1-85 to 21-1-85 30-1-85 to 11-3-85, 17-3-85 to 15-4-85 and 16-6-85 to 7-1-86.

7. The petitioner did not submit any medical certificate in proof of his alleged sickness. Now he files Ex. W8 a medical certificate dt. 14-12-86 to the effect that the petitioner required leave from 14-12-86 to 15-5-87 and the fitness certificate dated 15-5-87 printed on the same page of the medical certificate reads that the petitioner to fit for duty on 16-5-87. It is not known why it is filed. The petitioner absented from duty for the last time on 16-6-85 and he was removed from service on 17-11-1986. The certificate is subsequent to the removal. Thus there is no proof of the petitioner falling sick and so he could not report for duty.

8. The petitioner was served with Ex. M1 Memo dt. 26-3-85 for the absence from duty for 88 days during the period from 27-6-84 to 11-3-85 with intention of imposing for minor punishment. The petitioner did not give any reply to it. Another memo Ex. M4 dt. 1-7-85 was also served upon the petitioner when he continued to absent from duty. Ex. M5 the charges for the whole period of his absence from 27-6-84 to 7-1-86 was given. Thereafter the enquiry was taken up and he was subsequently removed from service.

9. The petitioner is an corrigible absentee from duty and he has not given proper explanation for his absence. The petitioner contends that another employee by name Mandala Navindra was let off with postponement of increment for one year for his absence from duty from 30-3-87 to 3-6-87 by Ex. W13 order and that the petitioner was discriminated. The said Mandala Ravinder was let off with minor penalty as it was the first time, for him to absent from duty. The petitioner absented from duty in spite of being served with notice for infliction of minor penalty when he absent from duty for 88 days in the first instance. The petitioner did not care for the same. So another notice for inflicting the major penalty was given and enquiry was conducted before he was removed from service. Our High Court held in the case of M. VIJAYARAM vs. PRESIDING OFFICER, LABOUR COURT (1989) (58) FLR Page 330) that the termination for habitual absence from duty, in spite of several warning, is justified. The Karnataka High Court also took the same view in 1995 LLR Page 85 (A.M. Eswarachar vs. Executive Engineer).

10. There is inordinate delay in raising the dispute. His appeal was dismissed in 1988 and he raised the dispute before the Conciliation Officer in 1994.

11. For the foregoing reasons, an Award is passed holding that the Divl. Mechanical Engineer, Guntakal is justified in removing the petitioner Sri Souraj Papayya, from service.

Dictated to the Steno-typist, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 23rd day of June, 1997.

V. V. RAGHAVAN, Industrial Tribunal-I
Appendix of evidence

Witness examined for
the petitioner

WW1 : Souraj Papayya

Witness examined for
the Respondent

MW1 : G. Kanankadurgaiah
Documents marked for the Petitioner

Ex. W1 : Provisional Seniority list of C&W Fitters as on 1-8-83.

Ex. W2 : Memorandum dt. 3-6-83 of re-classification of Artisan Staff in the Railways.

Ex. W3 : Promotion order dated 5-8-82.

Ex. W4 : Memorandum dt. 21-10-82 transferring the petitioner at his request to Guntakal.

Ex. W5 : Office Order dt. 19-5-83 transferring the petitioner to Gooty.

Ex. W6 : Memorandum dt. 17-11-86 removing the petitioner from service.

Ex. W7 : Mercy Appeal dt. 25-4-91 to C.M.E., Secunderabad.

Ex. W8 : Medical Certificate dt. 14-12-86 and fitness certificate dt. 15-5-87.

Ex. W9 : Second Mercy Appeal dt. 7-1-92 to Railway Minister.

Ex. W10 : Appeal dt. 27-10-82 to the Minister for Railways.

Ex. W11 : Minutes of Conciliation Proceedings held on 19-10-94.

Ex. W12 : Conciliation Failure Report dated 22-11-94.

Ex. W13 : Order dt. 19-8-87 issued to Mandala Ravinder.

Documents marked for the Respondent.

Ex. M1 : Memorandum dt. 26-3-85 issued to the petitioner for his absence for 88 days.

Ex. M2 : Statement of articles of charge dt. 26-3-85 which is Annexure to Ex. M1.

Ex. M3 : Letter dated 12-3-85 issued by CTR, Gooty to DME/C&W about the absence of the petitioner.

Ex. M4 : Memo dated 1-7-85 issued to petitioner.

Ex. M5 : Statement of Articles of charges which is Annexure to Ex. M4.

Ex. M6 : Order dt. 1-7-85 appointing the Enquiry Officer.

Ex. M7 : Phone Message dt. 21-11-86 to direct the petitioner to attend on 24-11-86 at DME's Office.

Ex. M8 : Letter dated 22-11-86 to the DME by C&W Supdt., directing the petitioner to report to DME.

Ex. M9 : Statement of the petitioner in the enquiry.

Ex. M10 : Report of the Enquiry Officer.

Ex. M11 : Memo dt. 17-11-86 removing the petitioner from service.

Ex. M12 : Letter dt. 24-3-87 to the petitioner confirming the removal of the petitioner.

Ex. M13 : Letter dt. 28-6-88 to the petitioner confirming the removal.

Ex. M14 : Letter dt. 22-6-85 about the absence of the petitioner for duty.

नई दिल्ली, 14 जुलाई, 1997

का.आ. 2009.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नोर्दन रेलवे, जोधपुर के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-7-97 को प्राप्त हुआ था।

[संख्या एल-41012/95/87-डी II (बी)]

पी.जे. माइकल, डेस्क अधिकारी

New Delhi, the 14th July, 1997

S.O. 2009.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway Jodhpur and their workman, which was received by the Central Government on 10-7-1997.

[No. L-41012/95/87-D.II (B)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 108/83

In the matter of dispute :

BETWEEN

Shri Kan Singh through the President,
All India Carriage and Wagon Staff Council,
C/o Laxmi Studio, Station Road, Barmer,
(Rajasthan)

Versus

The Divisional Railway Manager,
Northern Railway, Jodhpur.

APPEARANCES :

Shri Partap Rai—for the workman.
Shri H. L. Nanda—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-41012/95/87-P.II (B) dated 13-10-88 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Northern Railway, Jodhpur Division in terminating the services of Shri Kan Singh, Carpenter vide letter dated 29-5-86 of DME (C), Northern Railway Jodhpur is just and legal? If not to what relief is the worker entitled?"

2. In the statement of claim, workman alleged that he was a permanent carpenter with the management Jodhpur Depot in the scale Rs. 260—400. He was removed from the railway service vide letter dated 29-5-86 but that order or any other document was not ever delivered to the workman. The termination of the workman was without any charge sheet enquiry and in violation of principles of natural justice. He approached his union and the Union accordingly raised the dispute before the R.L.C. No settlement could be arrived at hence this dispute was referred by the Government for adjudication.

3. The actual facts leading to this dispute are that the workman fell sick and as required by the railway rules he reported sick and remained under the treatment of Assistant Medical Officer, Northern Railway, Jodhpur who issued sick certificate declaring him temporarily unfit from 7-1-84 to 20-2-84. He declared him fit for duty on 20-2-84 and issued fitness certificate accordingly. The workman reported for duty on 2-2-84 alongwith the certificate but the Chief Train Examiner, Jodhpur refused to receive fitness certificate but also refused to take workman on duty on the ground that he had been transferred to Barmer under the order of the said D.M.O. Jodhpur on 7-1-84. He further told him that he stood relieved on transfer on 7-1-84 itself and as such he should report for duty at Barmer. The workman requested that since he was declared medically unfit for duty temporarily for a period from 7-1-84 to 20-2-84 he could not be relieved on such transfer under the railways nor he could be given the railway transfer passes. Under these circumstances the workman was forced to wait for duty for no fault of his. However, the management even had gone to the extent of treating this post waiting as unauthorised absence and terminate his service without any charge. The workman was willing to go to Barmer but was compelled by circumstances beyond his control. The order of termination of the workman services was inoperative and against principles of natural justice. He deserves to be reinstated with full back wages and continuity of service.

4. The Management in its written statement alleged that the workman stood transferred on 7-1-84 to Barmer and he remained under the sick list from 8/1 to 14/2 and unauthorised absence from 15-2-84. He was relieved from service on 29-5-84 after completing all the formalities required. The workman also approached the Central Administrative Tribunal at Jodhpur but his petition was dismissed. Mr. Kan Singh workman was transferred on administrative grounds and he did not carry out that transfer order and remained unauthorised absence memorandum on standard form No. 5 dated 27-7-84 was served on Kan Singh and was sent under registered post at his permanent home address available in the official record as he was on unauthorised absence. He refused to take delivery of the registered letter which was received back undelivered and Enquiry Officer was nominated. He addressed the letter dated 1-9-84 to Kan Singh to pretend the D.A.R. enquiry to defend himself which was received by Kan Singh. He did not attend the enquiry even after the receipt of the enquiry notice. Exparte enquiry was conducted against him. After completion of the enquiry and before taking final action Kan Singh was informed vide letter dated 28-1-85 to resume duty. This letter which was sent under registered A.D. notice was also received by Kan Singh and he was then removed from service on 29-5-86. Intimation of this was also sent by registered A.D. notice to the workman but A.D. was not registered A.D. notice to the workman but A.D. was not justified and full opportunities were given to the workman to join duty and also to attend the enquiry but he choose to boycott this

5. The Management examined Shri Fatta Ram MW-1 Sukhhir Singh MW-2 while the workman himself appeared as MW-1.

6. I have heard the representatives for the parties and have gone through the record.

7. The representatives for the management has reiterated that was alleged in the written statement in his oral as well as written arguments. He has alleged that the points taken up in the written statement are duly proved by the witnesses of the management. He has also urged that the workman has not come to the court with clean hands been use he did not disclose the fact of his transfer and further moving the Administrative Tribunal in his statement of claim. The case of the transfer in the Central Administrative Tribunal was dismissed and the workman has correlated this fact in the statement of claim. According to him the main grievance of the workman was his transfer from Jodhpur to Barmer and in order to achieve his goal of staying at Jodhpur he had been abstaining from his duty. Full opportunity was given to the workman to conduct his case other in person or through some authorised representative but he choose to remain order from the enquiry proceedings. Hence he was not entitled to any relief in this reference.

8. The representative for the workman on the other hand has urged that since the workman was sick on 7-1-84 itself he could not be transferred or relieved on that day by the management. He was on sick leave on the recommendation of the Medical Officer of the management and the management was thus bound to take him back in its employment after the enquiry of the sick period. The fact that note filed the case before the CAT does not in any way take away his right to come to the Industrial Tribunal by raising industrial dispute. He has further alleged that the management has failed to establish its case and the workman deserves to be reinstated with full back wages.

9. A careful perusal of the points urged before me and the facts and circumstances of this case leads me to the conclusion that the workman in this case has not come with clean hands. He has himself admitted that on 7-1-84 he was informed about the transfer and he had noted the order under his signatures on documents Ex. M-6. Though in his statement in the court he has stated that he was informed about the T.K.R. about the transfer by T.K.R. but it did not receive the order. The order Ex. M-6 shows its receipt on 7-1-84 and even the payment of receipt of this has been written by the workman. He also has wrongly stated in his statement that he did not see the order of transfer how could it be believed that he would break the doors of the Central Administrative Tribunal without the order of the transfer and even that case was dismissed as per statement of the workman himself. The main grudge of the workman was that he was not interested in leaving Jodhpur and joining new place of putting and it was that grievance which prompted is to go to the Central Administrative Tribunal wherefrom he could get no relief. He remained sitting idle for more than a year but he did not go to Barmer to join his duties though he has denied having received any letter regarding enquiry but from the documents it appear that registered letter was sent to him on his permanent address which he refused to receive. Even the Enquiry Officer had informed him to report for duty which also he did not comply with. The management has rightly stated in its written statement regarding the free passes available to the workman on transfer when it stated that though concerned employee never made request for the pass. He also never said that he ever made any request for the same. It is just a coincidence that on 7-1-84 he was transferred and on the same day he fell sick for which he was issued certificate by the railway doctor. In the rejoinder it has been alleged that when he had come to hand over the sick certificate at the Department Office at about 12.30 on 7-1-84 he was made to note and sign the relieving memo illegally. This was a very important fact which he intentionally did not write in the statement of claim. He also moved the Central Administrative Tribunal about this transfer though he could get no relief from the said Tribunal. The copy of the order of the Tribunal has not been placed on the record of this case before this Tribunal. So this Tribunal has no opportunity to see the grounds taken up before the Central Administrative Tribunal or the grounds on which the said petition was

rejected by the CAT. From all these circumstances this Tribunal goes to the conclusion that the workman concerned was not in any mood to accept the transfer order and for that purpose he had been remaining absent from duty and did not report for duty at the new place of posting at any time. I, therefore, do not find any force in the contention of the workman representative and am of the view that the order of the management in terminating his services for his wilful absence from duty about any justification was legal and valid. No interference in that order is called for by this Tribunal. Keeping in view the circumstances of the case, however, I order the parties to bear their own costs. Dated : 4th June, 1997

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 14 जुलाई 1997

का.आ. 2010.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वैस्टर्न रेलवे, बाम्बे के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2 मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-97 को प्राप्त हुआ था।

[संख्या एल-41011/23/95-आई.आर. (बी I)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 14th July, 1997

S.O. 2010.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Railway Bombay and their workman, which was received by the Central Government on 14-7-1997.

[No. L-41011/23/95-IR (B-1)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. Paise, Presiding Officer.

Reference No. CGIT-2/13 of 1997

Employers in relation to the Management of Western Railway, Bombay

AND

Their Workman.

APPEARANCE :

For the Employer- Shri Sanjay Singhi, Representative.
For the Workman—No Appearance.

Mumbai, the 26th June, 1997

AWARD

The Government of India, Ministry of Labour, by its Order No. L-11011/23/95-IR (B-I) dated 11th March, 1997 had referred to the following industrial dispute for adjudication :

"Whether the demand for Indian Railway Loco Mechanical Staff Association for creation of additional posts for Raidhani and superfast trains due to enhancement of workload is justified or not ? What relief should be granted ?"

2. The desk officer when send this reference to the Tribunal had also forwarded the copy of the reference by registered post to all concerned parties. The Secretary of the Tribunal also after receipt of the reference had issued notices to the concerned party regarding the reference. So far as the union is concerned the notices could not be served upon it as reported that the address is not known. Thereafter the management was directed to give the address of the union, it filed a purshis at Ex-2 dated 26-6-97. He reported that the General Secretary who was staying in that quarter and after his retirement it was allotted to another employees and the occupant of that quarter is not in a position to give the address. Under, such circumstances nothing could be done in the matter to serve the copy of this reference to the union. Under such circumstances I pass the following order :

ORDER

The reference is disposed off.

S. B. PANSE, Presiding Officer

नई दिल्ली, 15 जुलाई, 1997

का आ 2011.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ राजस्थान लिमिटेड, नई दिल्ली के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-7-97 को प्राप्त हुआ था।

[संख्या एल-12012/64/94-आई.आर (बी -3)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 15th July, 1997

S.O. 2011.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of Rajasthan Ltd., New Delhi and their workman, which was received by the Central Government on 10-7-97.

[No. L-12012/64/94-IR(B-3)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

LD. No. 97/95

In the matter of dispute :

BETWEEN

Shri Ashok Gupta,
r/o House No. 105,

Baztr R/o. 1, Ferozpur Cantt., (Pb.) 152001.

Versus

अनुबन्ध

The Regional Manager,
Bank of Rajasthan Ltd.,
2213, Gurdwara Road,
2nd Floor, Karol Bagh,
New Delhi.

केन्द्रीय औद्योगिक न्यायाधिकरण, बीकानेर

केन्द्रीय ओ. वि. प्रसंग सं० 1 सन 1997

राजेन्द्र सिंह—मार्फत डिप्टी जनरल सैक्रेटरी, आल राजस्थान
एस. बी. ली. जे, इम्प्लाइज एसोसिएशन द्वारा श्री शिवकरण सिंह
कोडोवारा को मोहल्ला हनुमान हत्था, बीकानेर

—प्रार्थी/श्रमिक

APPEARANCES :

Shri Ashok Gupta—workman in person.

Shri Ravinder Raj—for the management.

बनाम

AWARD

क्षेत्रीय प्रबन्धक, स्टेट बैंक बीकानेर एण्ड जयपुर.

The Central Government in the Ministry of Labour vide its Order No. L-12012/64/94-I.R. (B-3), dated 9-11-95 has referred the following industrial dispute to this Tribunal for adjudication :

क्षेत्रीय कार्यालय पब्लिक पार्क, बीकानेर अप्रार्थी/नियोजक
रैफरेंस अन्तर्गत धारा 10(1)(घ), औद्योगिक वि. अधिनियम,
1947

न्यायाधीश—श्री तेजपाल सिन्हाग, आर. एस. जे. एस.

अधिनिर्णय

दिनांक, 1 मार्च, 1997

“Whether the action of the management of Bank of Rajasthan Ltd. in terminating the services of Shri Ashok Gupta, ex-clerk w.e.f. 1-1-94 is just, fair and legal? If not, what relief the workman concerned is entitled to and from what date?”

श्रम मंत्रालय, भारत सरकार ने ‘औद्योगिक विवाद अधिनियम, 1947’ जिसे अब इसके पश्चात सिर्फ ‘अधिनियम’ कहा गया है, की धारा 10 की उपधारा (1) के खण्ड (घ) के अधीन जारी अधिसूचना क्रमांक एस-12012/192/95/आई. आर. (बी-1) दिनांक 30-1-97/7-2-97 द्वारा प्रेषित इस रैफरेंस के अंतर्गत निम्न विवाद अधिनिर्णयार्थ इस अधिकरण को पठाया था :

2. Shri Ashok Kumar Gupta made statement that he had started legal proceedings against the management Secretary and he wanted to withdraw the present dispute. He also stated that a No dispute award may be passed in this case. In view of this statement of the workman No dispute award is given in this case leaving the parties to bear their own costs.

“Whether the action of the management of State Bank of Bikaner & Jaipur, Bikaner is justified in not regularising the services of Shri Rajendra Singh as a peon, who is employed to fill up the water w.e.f. 27-7-1987 continuously and also as a contractor to take care of Cycles Scooters of the employees of the Bank/Wing working hours w.e.f. 1-12-1992? If not, to what relief the workman is entitled?”

Dated : 7th July, 1997

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 15 जुलाई, 1997

का.भा. 2012.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बीकानेर एण्ड जयपुर, बीकानेर के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निश्चित औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकरण, बीकानेर के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 10-7-97 को प्राप्त हुआ था ।

2. उक्त रैफरेंस न्यायाधिकरण में प्राप्त होने पर श्रमिक की यूनियन को क्लेम विवरण प्रस्तुत करने की सूचना दी गई, जो सूचना यूनियन को प्राप्त हो जाने के उपरान्त भी आज नियत दिनांक 1-3-97 को यूनियन की ओर से श्रमिक की सेवा मुक्ति से सम्बन्धित इस विवाद में क्लेम विवरण पेश नहीं किया गया है और श्रमिक अथवा उसकी यूनियन की ओर से कोई उपस्थित भी नहीं आया है इससे ऐसा विदित होता है कि नियोजक एवं यूनियन के बीच कोई विवाद नहीं रह गया है अतएव पक्षकारों के बीच यह ‘कोई विवाद नहीं’ का पंचाट पारित किया जाता है जो केन्द्रीय सरकार को अधिनियम की धारा 17(1) के अंतर्गत प्रकाशनार्थ पठाया जावे ।

[सं. एल/12012/192/88 आई आर (बी I)]

पी०जे० माईकल डेस्क अधिकारी

New Delhi, the 15th July, 1997

S.O. 2012.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bikaner as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Bikaner and Jaipur, Bikaner and their workman, which was received by the Central Government on 10-7-1997.

3. आज्ञा आज दिनांक 1-3-1997 को सरे इजलास लिखाई व सुनाई जाकर हस्ताक्षरित की गई ।

[No. L-12012/192/95-I.R., (B-1)]
P. J. MICHAEL, Desk Officer

तेजपाल सिन्हाग, न्यायाधीश

नई दिल्ली, 15 जुलाई, 1997

का. आ. 2013.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थ ईस्टर्न रेलवे लखनऊ के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-97 को प्राप्त हुआ था।

[संख्या एल-41012/55/91-डी II बी]
पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 15th July, 1997

S.O. 2013.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of North Eastern Railway Lucknow and their workman, which was received by the Central Government on 14-7-1997.

[No. L-41011/23/95-IR (B-I.)]
P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 198 of 1991

In the matter of dispute :

BETWEEN

General Secretary
Purvottar Railway Shramik Sangh
6 Navin Market Kaisarbagh,
Lucknow.

AND

Senior Divisional Electrical Engineer
North Eastern Railway Ashok Marg,
Lucknow.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-41012/55/91-D.II (B) dated 19-12-91, has referred the following dispute for adjudication to this Tribunal—

Whether the senior Divisional Electrical Engineer N.E. Railway Lucknow is justified in terminating the services of Sri Manoj Kumar S/o Shri Munnalal casual labour w.e.f. 2-8-85 is justified? If not, to what relief he is entitled to?

2. In a very brief statement of claim the concerned workman Manoj Kumar has alleged that he was engaged on 8-12-83 in railway service and he continued to work upto 2-8-85 for a period of 318 days. He was removed from service in the evening on 2-8-85 without payment of retrenchment compensation and notice pay, hence his removal from service being in breach of Section 25-F of I. D. Act is bad in law.

3. The opposite party in the written statement has alleged that the concerned workman was engaged as a casual labour for Rajdhani and superfast trains due to enhancement of the Sr. D.E.E. of N.E. R. Giving details of his working it is alleged that from 8-12-83 to 25-1-84 he worked for 49 days from 11-5-84 to 9-8-84 he worked for 91 days, from 7-11-84 to 5-1-85 he worked for 60 days and from 6-4-85 to 2-8-85 he worked for 119 days. Thus in all he had

worked for 390 days. When his case for time scale was being scrutinized it was found that his appointment was irregular having been made without prior approval of General Manager as envisaged by Railway Board's letter No. E/NG/11/80/CL/5 dated 10-12-80. As the concerned workman had never completed 240 days in a year question of applicability of Section 25-F of I. D. Act did not arise.

4. In the rejoinder, it was denied that the appointment of the concerned workman was bad.

5. In support of his concerned workman has examined as Manoj Kumar in which he has alleged from 8-12-83 to 2-8-85 he had worked for 319 days. He had further stated that he had continuously worked. In his cross-examination he has stated that from 8-12-83 to 25-1-84 he had worked for 84 days and from 11-5-84 to 9-8-84 he had worked for 51 days, lastly from 7-11-84 to 5-1-85 he had worked for 60 days. H. M. Banerjee Sr. Section Officer of the opposite party has stated that concerned workman in all had worked for 315 days in broken periods.

6. Thus from the above evidence of the parties it becomes clear that the concerned workman had not continuously worked. Instead he had worked in broken periods. Further from the cross examination of the concerned workman it also emerges out that he had not completed 240 days in a year at any time. In view of this provision of Section 25-F of I. D. Act are not attracted.

7. The management has filed copy of Board's letter dated 8-12-80 full details of which have been given above. I say that no appointment should be made without prior approval of General Manager. This fact has been proved by H. M. Banerjee. Still I am of the view that this should not have been a ground for removal of the concerned workman. The restriction was imposed upon appointing authority not to make appointment without prior approval of the General Manager. The concerned workman who comes from general public is not supposed to know such type of restriction. Hence, he should not have been deprived of livelihood. Instead in this case, the default was the Officer who had made the appointment in breach of this ban. In any case such ban has got no statutory force hence appointment made in breach of such ban cannot be said to be illegal or irregular. In any event this should not have been done without affording an opportunity to the concerned workman. Hence my award is that the removal from service of the concerned workman is not justified and he will be entitled for reinstatement at the same place where he was last working and also on the same terms and constitution under which he was working at the time of removal. Since the concerned workman has not worked continuously it will not be possible to calculate his wages, hence in lieu of his arrears of wages he will be entitled to get Rs. 5,000.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 जुलाई, 1997

का. आ. 2014.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थ रेलवे, इलाहाबाद के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-97 को प्राप्त हुआ था।

[संख्या एल-41012/24/95-आई धारा बी-1]
पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 16th July, 1997

S.O. 2014.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in

the industrial dispute between the employers in relation to the management of Northern Railway Allahabad and their workman, which was received by the Central Government on 14-7-97.

[No. L-41012/24/95-I.R. B.I.]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR KANPUR

Industrial Dispute No. 30 of 1996

In the matter of Dispute :

BETWEEN

Dina Nath Tiwari,

Mandal Sanghtan Mantri,
Northern Railway Karmchhari Union,
Naveen Market Kanpur.

AND

Divisional Railway Manager,

Northern Railway,
Allahabad Division,
Allahabad.

Ex. PARTE AWARD

1. Central Government Ministry of Labour New Delhi vide its notification No. L-41012/24/95-I.R. (B) dated 19-3-96 has referred the following dispute for adjudication to this Tribunal :—

Kya Mandal Rajil Prabandhak, Uttar Railway Allahabad dwara Shri Basudeo Prasad S/o. Shri Gopal callman ko dinank 2-4-82 se varisht lipik ko pad wa pad labh na dena nayochit hai ? Ydi nahi to Sambandhit karmkar kis anutosh ka hakdar hai ?

2. The case of the concerned workman Basudeo Prasad is that he was engaged as Khalasi on 17-12-69 by the opposite party Northern Railway through Divisional Railway Manager, Northern Railway Allahabad in 1974. He was assigned the work of Callman. From 2-4-82 job of Sr. Clerk has been entrusted which work he is still doing, but he has neither being given designation of Sr. Clerk nor pay scale which he is entitled to. Further junior to him like Vinay Kumar and R. P. Singh have been promoted. Hence he is entitled for designation and pay scale of Sr. Clerk.

3. The opposite party N. Railway has not file written statement inspite of repeated opportunity.

4. In support of his case the concerned workman Basudeo Prasad WW(1) has examined himself. Beside there are Ext. W-1 to Ext. W-3 papers which lend support to his case. There is no evidence in rebuttal. In the case of National Textile Corporation (U.P. Ltd. V/s. Presiding Officer Labour Court, I. Kanpur and other 1991 (62) E.L.R. 583 it has been held that labour court can give designation and pay if it is found that the workman was discharging duties of that job.

5. In view of above my award is that the management was not justified in denying the concerned workman designation and pay of Sr. Clerk to him w.e.f. 2-4-82. Consequently he is entitled both the benefits w.e.f. 2-4-82.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 जुलाई, 1997 *

का.प्र. 2015.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ोदा, मुरादाबाद के प्रबन्धतंत्र

के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-97 को प्राप्त हुआ था।

[संख्या एल-12012/345/93-आईआर-बी II]
पी.जे. माइकल, डेस्क अधिकारी

New Delhi, the 16th July, 1997

S.O. 2015.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of Baroda Moradabad and their workman, which was received by the Central Government on 14-7-97.

[No. L-12012/345/93-I.R. B.II]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR KANPUR

Industrial Dispute No. 80 of 1994.

In the matter of dispute :

BETWEEN

Mukesh Kumar Jain,

C/o. General Secretary,
Bank of Baroda Staff Association,
Uttar Pradesh. Madhav Bhawan,
15/222-A, Civil Lines Kanpur.

AND

Regional Manager,

Bank of Baroda,
Regional Office,
PB No. 8, Pandit Shanker Dutt Sharma Marg,
Civil Lines Moradabad.

AWARD

1. Central Government, Ministry of Labour, vide its Notification number L-12012/345/93-IR (B-II) dated 30-8-94 has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Bank of Baroda Moradabad, in not counting the period of extra ordinary leave availed of by Sri Mukesh Kumar Jain, Accounts clerk cum-typist for the purpose of increment and postponing the date of his increment from 1-3-1986 to 1-11-1986 is justified ? If not to what relief is the said workman entitled to ?

2. There is no dispute that the concerned workman Mukesh Kumar Jain is employed as clerk-cum-typist at Gandhi Nagar, Branch of the opposite party bank, Bank of Baroda during the period 1984 to 1986. He fell ill hence he availed of all types of leave. Ultimately he had to take extra ordinary leave on loss of pay as a result of which the date of increment was differed from 1-3-86 to 1-11-86. Para 13/34 of First Bipartite Settlement reads as under :—

Extra ordinary leave may be granted to an employee when no ordinary leave is due to him. Except in exceptional circumstances the duration of extraordinary leave shall not exceed 8 months on any one occasion and 12 months during the entire period on an employee's service.

According to this provision of settlement discretion has been left with the sanctioning authority to treat the period of extraordinary leave for increment as well. The management in the case of concerned workman has chosen not to exercise this discretion in favour of the concerned workman. Instead he has been granted extraordinary leave without pay.

3. The case of the concerned workman is that although in this provision the word 'MAY' has been used, it should be treated as 'SHALL' and as such concerned workman was entitled for treating this period of extraordinary leave in counting it for increment.

4. The opposite party has filed reply in which it has been alleged that in the above mentioned provisions, the word 'MAY' cannot be read as 'SHALL' and the management has exercised its discretion which cannot be question unless it is mala fide.

5. In the rejoinder nothing new has been said.

6. The authorised representative of the concerned workman has not been able to draw my attention to any case law which in such circumstances would have treated the word 'MAY' as 'SHALL'. Further I am of the view that there is no unreasonableness in the provisions of para 13.34 of First Bipartite Settlement when the management has been vested with discretion to treat the absence when no leave is due as extraordinary leave without pay. In the instant case no mala fide has been taken. It has never been proved. Hence, I am unable to substitute the word 'shall' in place of 'May' in the above mentioned provisions of settlement. Further I am of the view that this Tribunal has got no right to interfere with the discretion exercised by management in this case.

7. Hence, my award is that there is nothing wrong in the order of management in treating the period of absence as extraordinary leave and thereby postponing the date of increment from 1-3-86 to 1-11-86. Accordingly he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 जुलाई, 1997

का. आ. 2016.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार क्षेत्रीय ग्रामीण बैंक, इटावा के प्रबन्ध-सूचक के संबद्ध नियोगकों और उनके कर्मचारों के बीच, अन्वन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-97 को प्राप्त हुआ था।

[संख्या एल-12012/217/91-आई आर बी 3]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 16th July, 1997

S.O. 2016.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Chhetriya Gramin Bank Etawah (U.P.) and their workman, which was received by the Central Government on 14-7-97.

[No. L-12012/217/91-IR B-3]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL-CUM-LABOUR
COURT DEOKI PALACE ROAD PANDU NAGAR
KANPUR

Industrial Dispute No. 124 of 1991

In the matter of dispute :

BETWEEN

Rakesh Kumar,
C/o. K. N. Soni,
118/78 Kaushalpur Kanpur.

AND

Adiyaksha,
Chhetriya Gramin Bank (RRB),
123A, Shiv Niwas Kachehri Road,
Civil Lines,
Etawah (U.P.).

AWARD

1. Central Government, Ministry of Labour, New Delhi vide its notification No. L-12012/217/91-IR. (B-3) dated 6/10-91 has referred the following dispute for adjudication to this tribunal :—

Whether the action of the management of Raja Ka Bagh Branch of Etawah Kshetriya Gramin Bank in terminating the services of Shri Rakesh Kumar S/o. Shri Shri Ram, Ex-Employee (part Time-Daily rated workman) w.e.f. 2-4-87 and also not considering him for employment under the provisions of 25H of I.D. Act 1947, is legal and justified? If not, to what relief the workman is entitled to?

2. The case of the concerned workman Rakesh Kumar is that he was engaged on 18-2-86 as a Part time worker and was getting Rs. 9.45 per day as wage which was later enhanced to Rs. 13.05. He had to work throughout day. When he made demand for regularisation he was removed from service from 2-4-87 in breach of Section 25F I.D. Act. Further there had been breach of Section 25G and H I.D. Act.

3. The case of the opposite party bank is that the concerned workman was engaged as part time worker to meet the day to day work. In all he had worked for 1373 hours in one calendar year which comes to 172 days. Sugreev Babu Misra was regularised w.e.f. Dec. 1988 as he had completed the norms of the bank. His name was not entered in the attendance register.

4. In the rejoinder nothing new has been said.

5. In support of his case Rakesh Kumar WW(1) has been examined himself where as branch Manager Rakesh Kumar Shukla has been examined on behalf of the bank. No documentary evidence has been filed.

6. I have gone through the evidence there is no evidence to prove breach of Section 25G and H I.D. Act. Hence this point is decided against the workman for want of proof.

7. It is common case of parties that the concerned workman was engaged as a part time worker in sub-staff category. In the case of Yeshwant Singh Yadav V/s. State of Rajasthan 1989 (59) F.L.R. 607 (Raj) it has been held that even a part time worker is a worker under Section 2(s) I.D. Act. Hence provision of Section 25F would be applicable to him.

8. Rakesh Kumar WW-1 has stated that he had continuously worked from 18-2-86 to 1-4-87. When he was removed no notice pay and retrenchment compensation was given. In his cross examination he has stated that no appointment letter was given to him. He has given the details of working days in the claim statement. Rakesh Kumar Shukla Manager of the bank has stated that the concerned workman had never worked continuously. However the papers like vouchers have not been filed which would have shown the exact number of days of the concerned workman. In its absence adverse inference will be drawn against Bank. Accordingly drawn said adverse inference against the bank. I rely upon the statement of the workman and hold that he completed 240 days in a year preceding the date of termination. Admittedly no notice pay and retrenchment compensation has been paid to him. Hence this termination is bad being in breach of Section 25F I.D. Act.

9. Accordingly my award is that termination of concerned workman is bad and he will be entitled for reinstatement as Part time worker without back wages.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 जुलाई, 1997

का.आ. 2017.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अवध ग्रामीण बैंक, निराला नगर, के प्रबन्धकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंच-पट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-97 को प्राप्त हुआ था।

[संख्या एल-12012/94/91-आई आर (बी 3)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 16th July, 1997

S.O. 2017.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Awadh Gramin Bank Nirala Nagar and their workman, which was received by the Central Government on the 14-7-97.

[No. L-12012/94/91-IR(B.3)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL CUM LABOUR COURT
PANDU NAGAR DEOKI PALACE ROAD
KANPUR

Industrial Dispute No. 77 of 1991

In the matter of dispute between:

General Secretary

Awadh Gramin Bank Staff Association
Union 555 (Kha) 54K Subhash Nagar
Srinagar Nagar Lucknow.

AND

Chairman

Awadh Gramin Bank
B-192 Nirala Nagar.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification number L-12012/94/91-I.R. B-3 dated 11-6-91, has referred the following dispute for adjudication to this Tribunal—

Whether the Chairman Awadh Gramin Bank, Lucknow, was justified in imposing the penalty of stoppage of one future increment without cumulative effect and non release of 25% salary of suspension period to Sri R. K. Shukla, Field Supervisor? If not, to what relief the workman was entitled to?

2. There is no dispute that the concerned workman R. K. Shukla, was posted as Field Supervisor at Maurawa Branch of opposite party Awadh Gramin Bank in District Unnao. He was issued a chargesheet dated 27-5-86, copy of which is annexed herewith. One M. A. Siddique was appointed enquiry officer After completing enquiry he submitted his report on 20-10-87. He held that out of five charges nos. 8 and 5 were not proved. Whereas charges 1, 2 and 4 has been proved Disciplinary authority agreeing with this report has ordered for stoppage of one increment without cumulative effect and non release of 25% salary of suspension period by way of punishment vide order dated 8-12-87. Appeal was dismissed on 27-10-88. Thereafter, the instant industrial dispute was raised.

3. In the claim statement it was denied that he had committed any of the five misconducts as alleged in the chargesheet. He has further alleged that enquiry was not properly and fairly held. He is an active trade Union leader, hence has been falsely implicated.

4. The opposite party bank in the reply has alleged that enquiry was fairly and properly held, that the concerned workman had actually committed various acts of misconducts as contained in charge no. 1 and 5. It was further denied that chargesheet was issued out of malice.

5. In the rejoinder nothing new has been alleged.

6. On the pleadings of the parties a preliminary issue regarding fairness and propriety of domestic enquiry was framed. Vide finding dated 13-6-96 it was held that enquiry was not fairly and properly held. Accordingly this enquiry report was set aside and the management was given opportunity to prove the misconduct on merit.

7. It has already been noticed that charges nos. 3 and 5 have been held to be not proved. Hence they need not be considered again as this Tribunal should not decide the matter between the parties which have become final and in favour of the workman. Hence we will simply deal with charges 1, 2 and 4 alone.

8. At the out set it may be mentioned that management has not adduced any evidence worth the name to prove the contents of charge no. 4. Hence it is held that charge no. 4 is not proved against the workman, for want of proof.

9. As regards charges 1 and 2 there is evidence of Ram Mohan Mishra an officer of the bank, who has stated that he was posted as Branch Manager on 7-4-86. The concerned workman was not assigned any specific duty that day. The concerned workman was assigned to prepare loan pass book which he avoided to do and left the premises about 11.00 a.m. In his cross examination he has stated that this order was given orally. On the other hand the concerned workman Rakesh Kumar Shukla W.W.I has stated that charges framed against him are not true. It was not his job to prepare pass book. It was the job of clerk. However he had not refused to prepare pass book. He had also not left the office earlier. He has been falsely implicated due to trade union activity.

10. From the above review of evidence it becomes clear that the concerned workman is a trade union leader. I have gone through the file which reveal that there are number of complaints against the concerned workman given by his subordinate regarding his high handed attitude. Having regard to this back ground, I am inclined to accept the version of the management and disbelieve the version of the workman. It appears quite simple that the concerned workman treating himself to be above normal member of the staff would have dared to defy the order of branch manager, otherwise the branch manager had no special axe to grind against the concerned workman. Hence accepting the evidence of the branch manager it is held that charge nos. 1 and 2 are proved, whereas charge no. 4 is not proved. It has already been held that charges 3 and 5 have gone in favour of the concerned workman in the enquiry report.

11. As the misconduct has been held to be proved it is not necessary to go into the proportionality of punishment as this cannot be done under section 11-A of I.D. Act.

12. In the end my award is that punishment awarded to the concerned workman is justified and he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 जुलाई, 1997

का. आ. 2018.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक, कानपुर के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 14-7-97 को प्राप्त हुआ था।

[संख्या एल-12012/22/95-आई आर बी-2]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 16th July, 1997

S.O. 2018.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Punjab National Bank Kanpur and their workman, which was received by the Central Government on the 14-7-1997.

[No. L-12012/22/95-I.R. B-2]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR, KANPUR.

Industrial Dispute No. 97 of 1995.
1949 GI/97—6.

In the matter of Dispute :

BETWEEN :

Dhirendra Kumar Yadav, C/o. B. P. Saxena,
426-W-II, Basant Bihar, Kanpur.

AND

Regional Manager, Punjab National Bank,
Mall Road, Kanpur.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide its Notification No. L-12012/22/95-I.R. (B-2), dated 20-7-1995 has referred the following dispute for adjudication to this Tribunal :

"Whether Shri Dhirendra Kumar Yadav, S/o. Shri Hub Lal Yadav was an employee of Punjab National Bank or not? If yes, whether the action of the Bank management in terminating his services w.e.f. 8-6-1994 is legal and justified? If not, what relief is the said workman entitled to?"

2. The case of the concerned workman D. K. Yadav is that he was engaged as clerical cadre by the opposite party Punjab National Bank by Y Block Kidwai Nagar Branch. Work of Clerk was taken from him. Side by side the work of Sub-staff like supply of water, movement of voucher, supply of Tea bringing clearing cheques was also been taken from him. He had worked from 10 A.M. to 1 P.M. He continuously worked as such upto 8-6-1994 with his services were brought to an end in breach of Section 25-F I. D. Act. Hence his termination is bad in law.

3. The case of opposite party is that the concerned workman was a canteen contractor. There was no relationship between the two. The concerned workman never worked in bank in any capacity. As the concerned workman was not employee of the bank question of retrenchment does not arise.

4. In the rejoinder nothing new has been alleged.

5. In support of his case the concerned workman examined himself WW-(1). On the other hand management has examined Alok Kumar Singh, manager of the bank as MW (1). Beside the workman has filed Ext. W-1 to Ext-21 where as management has filed Ext. M-1 to Ext. M-45. The workman has also got summoned the file of A.L.C.(C) Kanpur relating to conciliation proceedings.

6. The first point which calls for determination is to whether the concerned workman was employee of the bank or canteen contractor. If he was employee of the bank whether he was clerk or Sub-staff. The concerned workman has stated that he was engaged on 1-11-1990 as a clerk and worked upto 8-6-1994 continuously. The work of peon was also taken from him. In his cross examination he has admitted that no appointment letter was given. He does not know if clerk is appointed through Bank Service recruitment Board. In his cross examination he has fur-

ther admitted that he was running canteen but it was on paper only. Alok Kumar Singh MW (1) stated that he was never engaged as peon or clerk. Instead he was a canteen contractor and was paid subsidy. The management has filed credit vouchers Ext. M-1 to M-18 according to which the concerned workman was paid towards Kerosin Oil or labour charges. There Ext. M-19 to M-43 which show the strength of number of staff of the bank on different dates. Ext. M-44 and Ext. M-45 related to policy of running canteen. The workman has filed credit cash vouchers Ext. W-1 to Ext. W-21 in which payment has been made to the concerned workman towards the labour charges. In this regard there is report of ALC(C) Kanpur which is crucial. This report reveals that concerned workman from 7-4-1992 to 8-6-1994 had dealt with accounts books of the opposite bank at this branch. When the Au. Rep. of the bank was enquired about it, his reply was that clerk would have got it done through the concerned workman at their own level and the branch manager has knowledge about it. This explanation is based on surmises. There is no evidence to substantiate this explanation. In its absence I accept the entries in the hand of concerned workman in the ledger on its face value. Had the concerned workman no connection with the bank he would not have allow to deal bank account. Thus making of entries by the concerned workman in the account book by the opposite party bank is a strong circumstance to show that the concerned was an employee of the bank. Hence on this score alone I accept the evidence of concerned workman and hold that he was an employee of the bank. Since he was doing the job of sub-staff it is further held that he was engaged as a peon. Obviously branch manager could not engage a clerk as the same can be done through recruitment board alone.

7. The concerned workman has stated that he had continuously worked from 1-11-1990 to 8-6-1994 and no retrenchment compensation and notice pay was paid to him at the time of retrenchment. There is no evidence in rebuttal hence I accept it. Accordingly it is held that the concerned workman has worked for more than 240 days in a year preceeding one year from the date of termination. It is further held that no retrenchment compensation and notice pay is given. Hence retrenchment is bad, being in breach of Section 25-F I. D. Act.

8. In view of above my award is that concerned workman was engaged as Peon by the opposite party bank and his retrenchment is bad. Hence he will entitled for reinstatement. No order to back wages is being made as the concerned workman has not given the rate at which he was getting salary.

B. K. SRIVASTAVA, Presiding Officer.

नई दिल्ली, 16 जुलाई, 1997

का.ग्रा. 2019.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार विन्धवासनी ग्रामीण बैंक, मिर्जापुर के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-97 को प्राप्त हुआ था।

[संख्या एल-12011/96/89-आई ग्रांर बैंक-1]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 16th July, 1997

S.O. 2019.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Vindhvasni Gramin Bank, Mirzapur and their workman, which was received by the Central Government on 14-7-97.

[No. L-12011/96/89-IR Bank-II
P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 59 of 1990

In the matter of dispute :

BETWEEN

Lallan Singh,
C/o P. N. Tiwari,
Secretary, U.P. Bank Employees,
Union, 165, Sobatibagh,
Allahabad.

AND

Chairman,
Vindhvasni Gramin Bank,
Head Office Pili Kothi,
Station Road, Mirzapur.

AWARD

1. Central Government Ministry of Labour, New Delhi vide its Notification No. L-12011/96/89-I.R. Bank-I, dated 24-1-90 has referred the following dispute for adjudication to this Tribunal :

Whether the action of Vindhvasni Gramin Bank, Mirzapur in terminating the services of Shri Lallan Singh, Sub-Staff w.e.f. 14-6-87 is justified ? If not, to what relief the workman concerned is entitled ?

2. It is not necessary to give details of the case as parties have filed compromise dated 30-6-1997 before me, by virtue of which the claim has been finally, settled.

3. The above mention reference is decided and relief is awarded to the concerned workman in terms of this settlement, which shall form part of the award.

B. K. SRIVASTAVA, Presiding Officer

BEFORE THE HON'BLE PRESIDING
OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT KANPUR

I.D. Case No. 59 of 1990

Lallan Singh

V/s.

Vindhyavasini Gramin Bank, Mirzapur

APPLICATION FOR AND ON BEHALF OF
THE PARTIES

Sir,

The management and the workman concerned discussed the matter of dispute under the present reference, and have arrived at an amicable settlement on the following terms and conditions :
TERMS AND CONDITIONS :

1. That the management have agreed to absorb the workman concerned, Shri Lallan Singh, permanently afresh as Massenger-cum-Sweeper.

2. That the workman concerned, Shri Lallan Singh, has agreed to give up his claim of back wages and other benefits of his past temporary employment in the Bank.

3. That the said Shri Lallan Singh will be absorbed as aforesaid within a month of the date of publication of the Award.

4. That, thus, this fully and finally resolves the entire matter of dispute between the parties in the present case.

For Vindhyavasini Gramin Bank,
Mirzapur

Sd.|-

Sd.|-

1. (Lallan Singh)

Workman concerned

1. (Dr. D. P. Mishra)

Chairman

2. (B. P. Sexena)

Authorised
representative
of workman

Kanpur : 30-6-1997

2. (M. K. Verma)

Authorised
representative
of the management

नई दिल्ली, 22 जुलाई, 1997

का आ 2020.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत ओवरसीज बैंक, मद्रास-2 के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधि-करण, तमिलनाडु, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-97 को प्राप्त हुआ था।

[संख्या एल-12012/68/93-आई आर (बी-1)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 22nd July, 1997

S.O. 2020.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Tamil Nadu, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Overseas Bank, Madras-2 and their workman, which was received by the Central Government on 21-7-97.

[No. L-12012/68/93-IR (B-I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, MADRAS

Monday, the 12th day of May, 1997

PRESENT :

Thiru S. Thangaraj, B.Sc., LL.B., Industrial
Tribunal

Industrial Dispute No. 33 of 1993

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Bharat Overseas Bank Ltd., Madras-2)

BETWEEN

Ms. S. Usha,

C/o. D. Krishnan,

41, Ramakrishnapuram, 3rd Street,
West Mambalam, Madras-600 002.

AND

The General Manager,
Bharat Overseas Bank Ltd.,
756, Habeeb Towers, Madras-600 002.

REFERENCE :

Order No. L-12012/68/93-IR. B.I. Ministry
of Labour, dated 22-3-93, Govt. of
India, New Delhi.

The dispute coming on for hearing on this day,
upon perusing the claim, counter and all other
papers on records, and Tvl. Aiyar and Dolia,
R. Arumugam and B. Haribabu, Advocates
appearing for the petitioner reports no instructions,
and petitioner called absent, this Tribunal made
the following :

AWARD

This reference has been made for adjudication
of the following issue :

"Whether the action of the management of
Bharat Overseas Bank Ltd., in termi-
nating the services of Ms. S. Usha w.e.f.
8-1-92 is justified ? If not, to what
relief she is entitled to ?"

Counsel for petitioner reports no instructions.
Petitioner called absent. Industrial dispute dis-
missed for default of petitioner.

Dated, this the 12th day of May, 1997

S. THANGARAJ, Industrial Tribunal

नई दिल्ली, 22 जुलाई, 1997

का.आ. 2021:—औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय
सरकार भीलवाड़ा-अजमेर क्षेत्रीय ग्रामीण बैंक, भीलवाड़ा के
प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच,
अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार
औद्योगिक अधिकरण, कोटा राजस्थान के पंचपट को प्रकाशित
करती है, जो केन्द्रीय सरकार को 21-7-97 को प्राप्त हुआ था।

[संख्या एल-12012/70/94-आई आर (बी -I)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 22nd July, 1997.

S.O. 2021.—In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the
Central Government hereby publishes the Award of
the Industrial Tribunal, KOTA, Rajasthan as shown

in the Annexure, in the industrial dispute between
the employers in relation to the management of
Bhilwara-Ajmer Kshetriya Gramin Bank, Bhilwara
and their workman, which was received by the Cen-
tral Government on the 21-7-1997.

[No. L-12012/70/94-IR (B.-I.)]

P. J. MICHAEL, Desk Officer.

अनुबंध

न्यायाधीश औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा राज.
निर्देश प्रकरण क्रमांक :ओ. न्या. (केन्द्रीय)-18/95
दिनांक स्थापित: 24-7-95

प्रसंग: भारत सरकार श्रम मंत्रालय नई दिल्ली के आदेश
संख्या एल 12012/70/94-आई आर (बी. आई.)
दि. 19-7-95

औद्योगिक विवाद अधिनियम, 1947

मध्य

विजय कुमार पुत्र भंवरलाल

—प्रार्थी श्रमिक

एवं

डी चेयरमैन, भीलवाड़ा-अजमेर क्षेत्रीय ग्रामीण बैंक, भीलवाड़ा
—प्रतिपक्षी नियोजक

उपस्थित

श्री आर के चाचान, आर एच जे एस

प्रार्थी श्रमिक की ओर से प्रतिनिधि: श्री आर के गुप्ता
प्रतिपक्षी नियोजक की ओर से — कोई उपस्थित नहीं
अधिनिर्णय दिनांक 2-7-97

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा निम्न
निर्देश औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुप-
रान्त "अधिनियम" से सम्बोधित किया जावेगा) की धारा
10(1)(घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ
सम्प्रेषित किया गया है:—

"Whether the action of the management of the
Bhilwara Ajmer Kshetriya Gramin Bank,
Bhilwara in terminating the services of
Shri Vijay Kumar, Part time messenger
with effect from 15-9-1989 is legal, justi-
fied and proper ? If not, to what relief is
the workman is entitled ?"

2. निर्देश न्यायाधिकरण में प्राप्त होने पर वृजें रजिस्टर
किया गया व पक्षकारों को सूचना जारी की गयी। प्रार्थी
श्रमिक विजय कुमार की ओर से अपना क्लेम स्टेटमेंट
प्रस्तुत कर संक्षेप में तथ्य इस प्रकार अंकित किये गये

है कि उसे अध्यक्ष, भीलवाड़ा-अजमेर क्षेत्रीय ग्रामीण बैंक भीलवाड़ा (जिसे तदुपरांत "प्रतिपक्षी नियोजक" से संबोधित किया जावेगा) द्वारा दिनांक 1-1-89 से कृष्ण गोपाल कालेड़ा शाखा पर संदेशवाहक के पद पर सेवा में नियोजित किया गया था परन्तु प्रार्थी को दिनांक 16-9-89 से बिना कोई कारण बताये व बिना किसी पूर्व सूचना के अचानक नौकरी से निकाल दिया। इस प्रकार प्रार्थी ने दि० 1-1-89 से 15-9-89 तक प्रतिपक्षी के यहां निरन्तर कार्य कर 240 दिन से भी अधिक समय तक कार्य किया परन्तु उसे सेवा से निकाले जाने से पूर्व अधिनियम की धारा 25-एफ के प्रावधानान्तर्गत एक माह का नोटिस अथवा नोटिस वेतन व छंटनी का मुआवजा नहीं दिया गया और न प्रस्तावित किया गया आगे यह अंकित किया है कि तथाकथित शाखा कृष्णगोपाल कालेड़ा पर प्रार्थी को सेवा से समाप्त करने के पश्चात् एक अन्य व्यक्ति हरिप्रकाश नियुक्त कर लिया गया जोकि अनुचित श्रम आचरण है तथा अधिनियम की धारा 25-एच का उल्लंघन है। अन्त में प्रार्थना की गयी है कि प्रार्थी को प्रतिपक्षी द्वारा सेवा से निकाला जाना अनुचित व अवैध घोषित कर पिछले सम्पूर्ण वेतन व समस्त सुविधाओं सहित पुनः सेवा में लिये जाने के आदेश पारित किये जावें।

3. प्रतिपक्षी नियोजक को 13-8-96 की तारीख पेशी के नोटिस की तामील हो चुकी थी जिसकी की ए डी रसीद पत्तावली पर उपलब्ध है परन्तु उनकी ओर से बाबजूद तामील के इस तिथि को कोई उपस्थित नहीं होने से उनके विरुद्ध कार्यवाही एकतरफा अमल में लायी गयी।

4. प्रार्थी श्रमिक विजय कुमार ने अपने क्लेम समर्थन में स्वयं का शपथ-पत्र प्रस्तुत किया व प्रलेखी साक्ष्य के रूप में समझौता अधिकारी का असफल वार्ता प्रतिवेदन प्रदर्श डब्ल्यू 1 के रूप में प्रस्तुत किया। बहुस एकतरफा सुनी गयी व पत्तावली का अवलोकन किया गया।

5. प्रार्थी श्रमिक विजय कुमार ने अपने शपथ पत्र में क्लेम में वर्णित तथ्यों की पुष्टि करते हुए यही अंकित किया है कि उसे प्रतिपक्षी नियोजक ने संदेशवाहक के पद पर कृष्ण गोपाल कालेड़ा शाखा पर दि. 1-1-89 से नियुक्त किया था और 16-9-89 को अचानक बिना कोई कारण बताये व बिना सूचना के सेवा से हटा दिया। प्रार्थी ने इस प्रकार 1-1-89 से 15-9-89 तक लगातार कार्य कर 240 दिन से अधिक समय तक कार्य किया परन्तु उसे प्रतिपक्षी द्वारा अधिनियम की धारा 25-एफ के प्रावधानान्तर्गत एक माह का नोटिस अथवा नोटिस वेतन व छंटनी का मुआवजा नहीं दिया गया। इसके अतिरिक्त उसे सेवा से हटाने के बाव उससे स्थान पर एक अन्य व्यक्ति हरिप्रकाश को भी नियुक्त किया जोकि अधिनियम की धारा 25-एच के विरुद्ध है। प्रार्थी के इस कथन की पुष्टि उसके द्वारा प्रस्तुत प्रदर्श डब्ल्यू. 1 समझौता अधिकारी के असफल वार्ता प्रतिवेदन से भी होती है जिसमें कि सेवा में संबंधी विस्तृत विवरण दिये हुए हैं। प्रार्थी के इस कथन व प्रलेख के विरुद्ध प्रतिपक्षी नियोजक की ओर से न्यायालय में उपस्थित होकर किसी

प्रकार से कोई खण्डन नहीं किया गया है जिससे कि प्रार्थी के कथन व प्रलेख पर अविश्वास किया जा सके; यहां तक कि उनकी ओर से बाबजूद तामील के उपस्थित नहीं होने से उनकी ओर उदासीनता ही झलकती है जिसकी कि उनसे ऐसी अपेक्षा नहीं की जा सकती। अतः निष्कर्ष यही निकलता है कि प्रार्थी ने अपनी मौखिक व प्रलेखी साक्ष्य से यह सिद्ध किया है कि उसने प्रतिपक्षी नियोजक के यहां निरन्तर 1-1-89 से 15-9-89 तक की अवधि में कार्य कर 240 दिन से भी अधिक समय तक कार्य किया है तथा उसे सेवा से निकाले जाने के पूर्व प्रतिपक्षी नियोजक द्वारा अधिनियम की धारा 25-एफ की पालना नहीं की गयी जोकि कानूनन आवश्यक था। यह भी सिद्ध है कि प्रार्थी के नौकरी से निकाले जाने के बाद हरिप्रकाश नामक व्यक्ति को रखा गया जोकि अधिनियम की धारा 25-एच का उल्लंघन है। इस प्रकार प्रार्थी को प्रतिपक्षी द्वारा जो सेवा से निकाला गया है वह उचित एवं वैध नहीं है फलस्वरूप प्रार्थी प्रतिपक्षी नियोजक के यहां पिछले सम्पूर्ण वेतन व सेवा की निरन्तरता सहित पुनः सेवा में लिये जाने का अधिकारी घोषित होने योग्य है।

6. उपरोक्त सम्पूर्ण विवेचन के आधार पर भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा सम्प्रेषित निर्देश को इस प्रकार उत्तरित किया जाता है कि प्रार्थी श्रमिक विजय कुमार संदेशवाहक को प्रतिपक्षी नियोजक चेयरमैन, भीलवाड़ा-अजमेर क्षेत्रीय ग्रामीण बैंक, भीलवाड़ा द्वारा सेवा से निकालना अनुचित व अवैध है, फलस्वरूप प्रार्थी पिछले सम्पूर्ण वेतन व सेवा की निरन्तरता सहित पुनः सेवा में लिये जाने का अधिकारी घोषित किया जाता है।

इस अधिनियम को समुचित सरकार को नियमानुसार प्रकाशनार्थ भिजवाया जाये।

आर. के. चाचान, न्यायाधीश

नई दिल्ली, 22 जुलाई, 1997

का.आ. 2022—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पांडित्यन ग्रामा बैंक, सातुर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, तमिलनाडु, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-97 को प्राप्त हुआ था।

[संख्या एल-12012/170/93-आई.आर. (बी-1)]

पी. जे. माईकल, डैस्क अधिकारी

New Delhi, the 22nd July, 1997

S.O. 2022.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, TAMIL NADU, MADRAS as shown in

the Annexure, in the industrial dispute between the employers in relation to the management of Pandian Grama Bank Sattur and their workman, which was received by the Central Government on the 21-7-97.

[No. L-12012/170/93-IR (B.I.)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU MADRAS

Thursday, the 12th day of June 1997

PRESENT :

THIRU S. THANGARAJ, B.Sc., L.L.B.,
INDUSTRIAL TRIBUNAL.

INDUSTRIAL DISPUTE NO. 110 OF 1993

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of Pandian Grama Bank, Sattur).

BETWEEN

The workmen represented by
Shri M. Sundaram,
No. 8, PLF Compound,
East West Street,
Pallatur Karaikudi 623 107.

AND

The Chairman.

Pandian Grama Bank, 135/9,
Vembakottai Road, Sattur 626 203.

REFERENCE

Order No. L-12012/170/93-IR.B.I. Ministry of Labour, dated 26-11-93. Govt. of

India, New Delhi.

This dispute coming on for hearing on this day, upon perusing the claim, counter statements and all other papers on record, and the petitioner being absent continuously, this Tribunal made the following.

AWARD

This reference has been made for adjudication of the following issue :—

Whether the action of the Management of Pandian Grama Bank in removing Shri M. Sundaram from service

is legal and justified? If not, to what relief the workman is entitled?"

Petitioner called absent. No representation. Petitioner has been continuously absent for months together. Hence Industrial dispute is dismissed for default.

Dated, this the 12th day of June 1997.

S. THANGARAJ, Industrial Tribunal

नई दिल्ली, 22 जुलाई, 1997

का.आ. 2023—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोसी क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, नं. I, धनबाद के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 21-7-97 को प्राप्त हुआ था।

[संख्या एल-12012/240/92-आई आर (बी-1)]

पी जे माईकल, डेस्क अधिकारी

New Delhi, the 22nd July, 1997

S.O. 2023.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. I, DHANBAD as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kosi Kshetriya Gramin Bank and their workman, which was received by the Central Government on 21-7-1997.

[No. L-12012/240/92-IR (B.I.)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I,
DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 86 of 1993

PARTIES :

Employers in relation to the management of Kosi Kshetriya Gramin Bank.

AND**Their Workmen****PRESENT :**

Shri Tarkeshwar Prasad,
Presiding Officer.

APPEARANCES :

For the Employers : Shri S. Paul, Advocate.

For the Workmen : None.
State : Bihar. Industry : Banking.

Dated the 7th July, 1997

AWARD

By Order No. L-12012|240|92-I.R.(B-I) dated 8-4-1993 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the management of Kosi Kshetriya Gramin Bank in transferring Shri D. K. Prasad, General Secretary, Kosi Kshetriya Gramin Bank Staff Association from Barhara Kothi Branch to Hatbangrora Branch, is justified? If not, to what relief the workman is entitled to?”

2. The order of reference was received in this Tribunal on 19-4-1993. After notice Sri D. K. Dey appeared on behalf of the concerned workman, but did not file written statement on behalf of the workman. Thereafter, though several adjournments were given, none appeared on behalf of the workman. Even on 1-7-97 neither the concerned workman nor his authorised representative appeared. It, therefore, appears that the concerned workman is not interested in prosecuting the present reference case.

3. Under such circumstances, I render a ‘no dispute’ award in the present reference case.

TARKESHWAR PRASAD, Presiding Officer

नई दिल्ली, 22 जुलाई, 1997

का.आ. 2024-—औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय

सरकार पश्चिम रेलवे के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, कम लेबर कोर्ट नं. 2-बाम्बे 1 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-97 को प्राप्त हुआ था।

[संख्या एल-41011 65 95-आई आर (बी-1)]
पी जे माईकल, डेस्क अधिकारी

New Delhi, the 22nd July, 1997

S.O. 2024.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Cum Labour Court No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Railway and their workman, which was received by the Central Government on 21-7-1997.

[No. L-41011|65|95-JR(B.I.)]
P. J. MICHAEL, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2,
MUMBAI**

PRESENT

**SHRI S. B. PANSE
PRESIDING OFFICER**

**REFERENCE NO. CGIT-2|16 OF 1997
Employers in relation to the Management of
DRM|GM, Western Railway**

AND**Their Workmen****APPEARANCE :**

For the Employer : Ms. Suresh Kumar Advocate.

For the Workmen : No Appearance.
MUMBAI, dated 2nd July, 1997.

AWARD

The Government of India, Ministry of Labour by its Order No. L-41011|65|95-IR(B.I) dated 10th March, 1997, had referred to the following Industrial Dispute for adjudication.

“Whether the action of the management of DRM, Bombay Western Railway and GM head quarter Western Rail-

way in not regularising services of S/Shri Manohar, Sonawale J. G. Verma, Ramesh Done and Narayan Solanki is justified? If not to what relief the workmen are entitled?"

2. The desk officer while sending this reference also send the copies of the orders of the concerned parties. The Secretary of the Tribunal after receipt of the reference also issued notices to the concerned parties. The railway appeared and filed this statement of claim at Exhibit-2. Mr. Anchan the Learned Advocate for the union filed a Vakalatnama at Exhibit-3 but later on filed a purshis that he wrongly filed the same and withdrawn the same. From perusal of the record it can be seen that the notice which was send by the Tribunal was not received by the union. The report is that the address is not known. Thereafter the management was asked to submit the address of the union. The management by their purshis (Ex-5) informed that they tried to trace out the address which is given in the reference but nobody is residing there connecting to the said union. Therefore the intimation could not be given to the Divisional Secretary Indian Railway Technical Staff Association. Under such circumstances nothing can be done in the matter. In the result I pass the following order :—

The reference is disposed off.

S. B. PANSE. Presiding Officer

नई दिल्ली, 22 जुलाई, 1997

का.प्रा. 2025—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सदरने रेलवे, मद्रास के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में, निर्विष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, तमिलनाडु, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-97 को प्राप्त हुआ था।

[संख्या एल-41012/58/95-आई आर (बी-1)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 22nd July, 1997

S.O. 2025.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal. Tamil Nadu. Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Southern Railway Madras and their workman.

which was received by the Central Government on the 21-7-1997.

[No. L-41012/58/95-IR(B.I.)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, MADRAS

Wednesday, the 30th day of April, 1997

PRESENT :

THIRU S. THANGARAJ, B.Sc., L.L.B.,
INDUSTRIAL TRIBUNAL

INDUSTRIAL DISPUTE NO. 37 OF 1996

(In the matter of the dispute for adjudication under Section 10(1)(d) of the I.D. Act, 1947, between the Workmen and the Management of Southern Railway, Madras).

BETWEEN

The workmen represented by,
Sh. G. Lakshmipathy,
S/o Gopi Naidu,
No. 1/47, Pillayar Koil Street,
Iyappakkam, Madras-77.

AND

Divisional Railway Manager,
Personnel Branch, Southern Railway,
Madras-600003.

REFERENCE :

Order No. L-41012/58/95-IR(B.I), Ministry
of Labour, dated 17-4-96 Govt. of India.
New Delhi.

This dispute coming on for hearing this day, upon perusing the claim statement and other papers on record and Tvl. K. V. Shanmuganath & V. Vijayanthimala, Advocates appearing for the petitioner, and the petitioner called absent, this Tribunal made the following.

AWARD

This reference has been made for adjudication of the following issue :—

“Whether the action of the management of Southern Railway, Madras in terminating the services of Sh. G. Lakshmipathy, an Ex. A. C. Coach attendants, w.e.f. 25-8-87 is just, proper and legal? If not, to what relief is the workmen entitled to?”

Petitioner called at 10-35 a.m., 1 p.m. and 3.30 p.m. Petitioner absent. No representation. Industrial dispute dismissed for default.

Dated, this the 10th day of April, 1997.

S. THANGARAJ, Industrial Tribunal

नई दिल्ली, 22 जुलाई, 1997

का.आ. 2026—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंटिग्रल कोच फैक्ट्री, मद्रास के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, तमिलनाडु, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-97 को प्राप्त हुआ था।

[संख्या एल-41012/75/92-आई.आर. (डी यू.)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 22nd July, 1997

S.O. 2026.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, TAMIL NADU, MADRAS as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Integral Coach Factory Madras and their workman, which was received by the Central Government on the 21-7-1997.

[No. L-41012/75/92-IR(DU)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, MADRAS

Wednesday, the 29th day of April, 1997

PRESENT :

THIRU S. THANGARAJ, B.Sc., L.L.B.,
INDUSTRIAL TRIBUNAL

INDUSTRIAL DISPUTE NO. 107/1993

[In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Integral Coach Factory, Madras].

1949 GI/97—7

BETWEEN

Shri P. G. Dilli,
Palavadupettai Village & P.O. (via),
Air Force, Avadi, Madras-600055.

AND

The General Manager,
Integral Coach Factory,
Madras-600038.

REFERENCE :

Order No. L-41012/75/92-IR(DU), Ministry
of Labour, dated 15-11-93, Govt. of India,
New Delhi.

This dispute coming on for hearing on this day, upon perusing the claim, counter and all other papers on record, and as the petitioner is continuously absent, this Tribunal made the following.

AWARD

This reference has been made for adjudication of the following issue :—

“Whether the action of the management of Integral Coach Factory, Madras is justified in removing Shri P. G. Dilli Skilled Painter from service with effect from 14-1-1984? If not to what relief is the workmen concerned entitled?”

Petitioner called at 10.45 a.m. and 11.50 a.m. Petitioner absent. No representation. Today, the industrial dispute is posted for the evidence of petitioner. As the petitioner is continuously absent, Industrial dispute is dismissed for default.

Dated, this the 29th day of April 1997.

S. THANGARAJ, Industrial Tribunal.

नई दिल्ली, 24 जुलाई, 1997

का.आ. 2027—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक आफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कामपुर को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-97 को प्राप्त हुआ था।

[संख्या एल-12012/66/95/आई आर (बी-II)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 24th July, 1997

S.O. 2027.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 23-7-1997.

[No. L-12012/66/95 IR(B-II)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
PANDU NAGAR, KANPUR

INDUSTRIAL DISPUTE NO. 86 OF 1996

In the matter of dispute between :—

General Secretary, Union Bank Staff Association,
3/192 Viram Khand, Gomti Nagar, Lucknow

And

General Manager, Union Bank of India, Zonal Office, Sharda Tower, Kapoorthala Complex, Aliganj, Lucknow.

AWARD

1. Central Government Ministry of Labour, vide its notification No. L-12012/66/95-I.R. B-2 dated 9-9-1996, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of UBI Zonal Office Lucknow for recovery of Rs. 12479 being excess SA and non-payment of SA at full rate from 1-6-1985 to 10-12-1985 is legal & justified? If not, to what relief Sri S. K. Garg, Spl. Asstt. is entitled to?

2. According to the relevant provisions of Shastri Award/Desai Award, followed by Bipartite settlement substance allowance is payable in the following way :—

For the first three months this substance allowance is payable at the rate of 1/3rd of pay and allowances, thereafter, it is payable at the rate of half of the pay and allowances till the completion of one year, after completion of one year full pay and allowance is payable if it is found that delay in completion of enquiry has been caused as a sequel of dilatory tactics of the suspended employee.

There is no dispute that the concerned workman S. K. Garg was working as a special assistant at Mungra-badshahpur branch of the opposite party Union Bank of India. He was issued a chargesheet dated

14-5-1982 which also contained order for suspension. During the pendency of this enquiry proceedings another chargesheet dated 10-11-1982, was given to him. Enquiry was held in respect of both the charges together and finding was recorded on 2-5-1983 by the enquiry officer holding that misconducts were proved. It was followed by order of dismissal dated of which has not been given by either of the parties. Any how, the workman preferred appeal, the appellate authority vide order dated 22-9-1983 set aside the order of dismissal and ordered for fresh enquiry. It was further ordered that suspension order of the concerned workman will continue. Thereafter, the disciplinary proceedings were again commenced. In the mean time the concerned workman preferred suit no. 146/84 in the court of Munsif Hapur in which the interim injunction dated 22-5-1984 was granted by which the enquiry officer was restrained from holding enquiry till 10-7-1984 on which date the injunction application was disposed off. It was further ordered that in case enquiry officer proceeds at all to hold enquiry he should conduct strictly in terms of order of appellate authority dated 22-9-1983. Any how, the enquiry proceedings were concluded on 23-5-1984, and ultimately the concerned workman was dismissed from service by order dated 10-12-1985. It appears that the management had paid suspension allowance at the rate of 1/3rd from pay 1-5-1982 to 13-8-82. From 14-6-1982 to 7-9-1983 half of the pay and allowances was paid by way of subsistence allowance. From 8-9-1983 to 21-5-1984, full pay and allowance was paid. Any how from 22-5-84 to 8-11-85 subsistence allowance was reduced to half and payment was made accordingly.

3. There is no dispute regarding payment of subsistence allowance for the first year from the date of suspension order. In the claim statement it has been alleged that the concerned workman is entitled for full pay after expiry of one year from the date of suspension as enquiry could not be concluded. Hence, full pay from 8-9-1983 to 21-5-1984 was rightly paid. The management is wrong in deducting half pay for this period and thereby ordering for recovery of Rs. 12479. It has further been alleged that the concerned workman is entitled for full subsistence allowance from 1-6-1985 to 10-12-1985 i.e. the date of dismissal.

4. The opposite party has sought to deny this claim of the concerned workman by raising that enquiry was delayed because of filing of civil suit by the concerned workman, hence delay is directly attributable to the conduct of the concerned workman, hence he was not entitled for full pay and allowances as subsistence allowance. Thus, full pay between 8-7-1983 to 21-5-1984 was given to the concerned workman under some bonafide mistake. When it came to the notice of the management it was corrected and recovery is being sought on this basis. It is further alleged that the concerned workman had taken the matter before ALC(C) Allahabad. On 28-1-1988 by virtue of which the concerned workman was taken in service and he was further to be visited with punishment by way of stoppage of three annual increments perma-

nently with effect of postponing all the future increments. It was further agreed that the concerned workman will forgo all his back wages and emoluments hence on this ground too no claims due.

5. In the rejoinder it is denied that the concerned workman has given up the claim of back wages before ALC(C) Allahabad and that delay in holding enquiry was on his account.

6. The first point which needs consideration is as to whether the concerned workman has given up his back wages of the period of suspension. The copy of settlement dated 28-1-1988 is on record. Para three of this settlement is relevant. It says that the concerned workman will not be entitled for any back wages/emoluments for the period between his dismissal and reinstatement. It is pertinent to note that in the instant claim there is dispute about the balance of subsistence allowance for the period prior to the date of dismissal. Hence, this claim is not covered by this settlement. Accordingly on the basis of this settlement the claim of the concerned workman cannot be negated.

7. The second reason for denying full wages after expiry of one year from the date of suspension is filing of civil suit. It is alleged that because of delay caused in holding of enquiry due to this filing of the suit, the reason is directly attributable on the concerned workman. I do not find substance in this contention as well. Copy of order dated 22-5-1984 of suit No. 146 of 1984 of the court of Munsif Hapur is on record. It has been passed in Hindi. In the first line it has been ordered that issue notice fixing 10-7-1984 for disposal of injunction application. In the second line the enquiry officer has been prohibited from holding enquiry till 10-7-84. There is nothing on record to show that the period of this interim injunction was further extended after 10-7-1984. Thus, it is evident that the period of temporary injunction order was for about a little less than two months. Thereafter, there was no bar in holding of enquiry. It will go to show that at the most enquiry was held up because of order of court for about less than two months only. Further, the civil court had left the enquiry officer with the option to go ahead with the enquiry but that should in consonance of the order of the appellate authority. In this way it can also be said that virtually there was no prohibition against the enquiry officer. In view of above, I am of the view that the delay was not caused because of filing of civil suit by the concerned workman in the court of Munsif. Hence, because of this delay cannot be attributed on the concerned workman in completion of enquiry. No other point has been submitted by the Union Bank for denying full wages to the concerned workman. As both the grounds on which full suspension allowance has been sought to be denied have been negated. I come to the conclusion that concerned workman was entitled for full pay and allowances as subsistence allowance after expiry of one year of the date of suspension order till the date of dismissal.

5. In view of above discussion my award is that the action of the management in proceeding to recover half of the subsistence allowance amounting to Rs. 12479 is bad in law and the concerned workman will be entitled for full pay and allowance as subsistence allowance from the expiry of one year from the date of suspension upto the date of dismissal at full pay and allowance, that will include the period from 1-6-85 to 10-12-85 under the reference.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 जुलाई 1997

का.प्र. 2028- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबन्धकों के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अन्वन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-97 को प्राप्त हुआ था।

[सं. एन-12012/206/93 आई आर (बी-11)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 24th July, 1997

S.O. 2028.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 23-7-1997.

[No. L-12012/206/93 IR(B-II)]

P. J. MICHAEL, Desk Officer

नियम

केन्द्रीय औद्योगिक व्यावहिकरण, जयपुर

केस नं. सी.आई.टी. 15/1994

रफ़ेस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश।

क्रम सं. एन-12012/206/93/आर आर बी-2

दिनांक 20 जन, 1994

बैंक ऑफ बड़ोदा स्टॉक लूटिंग, अजमेर

जयपुर।

—आर्थी

विकास

रीकॉर्ड मैनेजर, बैंक ऑफ बड़ोदा, रीजलन आफिस-
बाल सदीर बानोनी, मान टाउन, सबई मार्धापुर।

—अग्रार्थ

उपस्थित

प्रीतिश्री अधिकारी : श्री एम. के. संसत, आर. एन. जे. एम.
प्रार्थी की ओर से : श्री ई. जे. एम. त्रिपाठी
अग्रार्थी की ओर से : श्री नेज प्रकाश शर्मा
दिनांक अवाई : 6-5-1997

अवार्ड

यह अधिसूचना भारत सरकार के श्रम मंत्रालय द्वारा निम्नलिखित बिन्दु का निर्णय करने के लिए पेश की गई है :

“Whether the action of the management of Bank of Baroda, Sawai Medhopur is not giving preference to Shri Sita Ram Mali, part time scale-wages sweeper for filling up the permanent vacancy of peon is justified? If not, what relief is the said workman entitled to?”

2. प्रार्थी यूनियन ने स्टेटमेंट आफ क्लेम श्रमिक की ओर से पेश किया और यह दादरसी चाहते कि श्रमिक सीताराम माली को स्थाई पीओन के रिक्त पद पर नियुक्ति में वरीयता प्रदान करते हुए वर्ष 1993 में नियुक्ति किये गए स्थाई पीओन का पद दिलाया जाये व उसके समस्त लाभ एरियर सहित दिलवाये जायें।

3. विपक्षी ने जवाब पेश किया और क्लेम खारिज करने की प्रार्थना की।

4. आज पक्षकार ने लोक अदालत को भावना से राजीनामा पेश किया और विवाद रहित अधिनिर्णय पारित करने की प्रार्थना की। राजीनामा तस्दीक किया गया। अतः राजीनामा के अनुसार विवाद रहित अधिनिर्णय पारित किया जाता उचित है।

5. अतः प्रकरण में पक्षकारान द्वारा पेश किये गये राजीनामा के आधार पर 'विवाद रहित अधिनिर्णय' पारित किया जाता है जो केन्द्र सरकार की प्रकाशनाथ नियमानुसार भेजा जाये।

6. आदेश आज दिनांक 6-5-97 को खुले न्यायालय में लिखाया जाकर सुनाया गया।

एस.के. बंसल, न्यायाधीश

नई दिल्ली, 24 जुलाई, 1997

का.आ. 2029—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड कमर्शियल बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-97 को प्राप्त हुआ था।

[स. एल-12012/388/90 आई आर (बी-II)]
पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 24th July, 1997

S.O. 2029.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management

of United Commercial Bank and their workmen, which was received by the Central Government on 23-7-1997.

[No. L-12012/388/90 IR(B-II)]

P. J. MICHEAL, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण जयपुर

केस नं. सी.आई.टी. 33/91

केन्द्र सरकार द्वारा आदेश संख्या एल-12012/388/90 आई आर बी-2/दिनांक 24-4-91 औद्योगिक विवाद अधिनियम, 1947

प्रेसीडेंट यूको बैंक स्टाफ एसोसिएशन परवान भवन माधोबाग जोधपुर

प्रार्थी

वनाम

डिवीजनल मैनेजर यूनाइटेड कमर्शियल बैंक जी-79 शास्त्री नगर जयपुर।

...अप्रार्थी

उपस्थिति

दीक्षान्ति अधिकारी श्री एस.के. बंसल और एच.जे.एस

प्रार्थी की ओर से : श्री जे.एल. शाह

अप्रार्थी की ओर से : श्री सुरेन्द्र सिंह

दिनांक : 17-5-97

अवार्ड

ये अधिसूचना भारत सरकार के श्रम मंत्रालय द्वारा निम्नलिखित बिन्दु पर निर्णय करने के लिए प्रेषित की गयी है -

“Whether the action of the management of United Commercial Bank in refusing to place the name of Shri Roopa Ram daily rated workman at their Hariyoothana branch on the panel of employment of regular sub-staff is just and legal? If not to what relief is the workman concerned entitled?”

प्रार्थी यूनियन ने स्टेटमेंट आफ क्लेम पेश किया और उनका कथन है कि बैंक के प्रधान कार्यालय कलकत्ता ने अक्तूबर 1989 को एक परिपत्र जारी किया कि जिन कर्मचारियों ने दैनिक मजदूरी पर 240 दिन से अधिक कार्य किया है उनका एक पैनल तैयार किया जाए ताकि ऐसे कर्मचारियों को पूर्णकालीन कर्मचारियों के रूप में नियमित किया जा सके। परिपत्र ए-1 संलग्न है। प्रार्थी यूनियन का कथन है कि रूपाराम हरियाणा शाखा में 240 दिन काम किया है। डिवीजनल मैनेजर जोधपुर को दैनिक वेतन पर कार्य कर रहे कर्मचारियों का एक पैनल बैंक के प्रधान कार्यालय के निर्देशानुसार तैयार करना था लेकिन डिवीजनल मैनेजर

ने इस पैनल में श्री रूपाराम का नाम सम्मिलित नहीं किया जिससे रूपाराम को बैंक ने सेवा में नहीं लिया इसलिए बैंक को निर्देश दिये जाये कि श्री रूपाराम की सेवा पूर्णकालीन कर्मचारी के रूप में नियमित करने के लिए पैनल में नाम शामिल किया जाए।

विपक्षी बैंक ने जवाब पेश किया और उसका कथन है कि 19 अक्टूबर 1989 को यूको बैंक के प्रधान कार्यालय से परिपत्र जारी किया गया है उसके अनुसार पूर्णकालीन आकस्मिक कर्मचारियों पर वह परिपत्र लागू होता है जबकि रूपाराम ने सप्ताह में 6 घंटे में कम काम किया है इसलिए उसका नाम पैनल में शामिल नहीं किया जा सकता था और क्लेम खारिज किया जाता है।

प्रार्थी यूनियन ने अपना क्लेम साबित करने के लिए श्रमिक रूपाराम का शपथ पत्र पेश किया है जिस पर विपक्षी ने प्रतिपरीक्षण किया वह Ex-डब्ल्यू-1 से डब्ल्यू-2 दस्तावेज पेश किये हैं। विपक्षी की ओर से श्री कीर्ति कुमार मोदी का शपथ पत्र पेश किया है। वह प्रदर्श) एग्जैक्ट-एम-1 से एम-2 तक दस्तावेज पेश किये हैं। जिस पर प्रार्थी यूनियन ने प्रतिपरीक्षण किया।

बहस सुनी गई। पत्रावली का अवलोकन किया गया। प्रार्थी के विद्वान प्रतिनिधि श्री जे.एल. शाह का तर्क है कि श्री रूपाराम ने एक वर्ष में 240 दिन से अधिक कार्य किया है इसलिए बैंक के 19-10-89 के परिपत्र के अनुसार इसे पूर्णकालिक मानते हुए सेवा के पैनल में शामिल किया जाना चाहिए जो कि नहीं किया गया। इसलिए निर्देश दिया जाए कि उसे सेवा में शामिल किया जाए।

विपक्षी के विद्वान प्रतिनिधि श्री गुरेन्द्र सिंह खीची का तर्क है कि का जवाब में कहना है कि एग्ज-एम-2 की शर्त संख्या 2 के अन्तर्गत प्रार्थी नहीं आता इसलिए उसका नाम पैनल में शामिल नहीं किया जाता। इसलिए क्लेम खारिज किया जाए।

मेरे विचार से प्रार्थी के विद्वान प्रतिनिधि का कोई सार प्रतीत नहीं होता। इस तर्क का विवेचन करने के लिए एग्जी-एम-1 व एम-2 के सुसंगत भाव को प्रस्तुत करना आवश्यक है जो निम्नलिखित है:

Mr. Roopa Ram s/o Chhoya Ram, Hariyadana.
Dear Sir,

In consideration of your application for part-time Job in the Bank, I have pleasure in taking you as part-time employee on the following terms & Conditions.

1. You will be paid only a monthly salary Rs. 60/-.
2. Not withstanding anything contained in this letter your services as part-time employee are liable to be terminated without giving any notice at the sole discretion of Bank.
3. You will have to work less than six hours in a week.
4. You will have to fill up the water for drinking & will have to sweep & clean Bank premises every day before opening of bank.
5. The Bonus will be paid as per Bank's Rule for the year you worked.

If you accept the above offer please return duplicate of this letter duly signed in taken of such acceptance.

EC—M-2

(a) Only persons who have been engaged as casual worker for full day's work and who had been discharging any of the normal duties in the Bank in the Subordinate Cadre as casual workers for a period of 240 days or more with or without interruption during the period of 3 years immediately preceding this settlement. However, those who HAS BEEN ENGAGED AS WATER BOY ON DAILY WAGE WOULD NOT BE ELIGIBLE FOR BEING CONSIDERED FOR ABSORPTION UNDER THIS SETTLEMENT.

(b) For the purpose of computing 240 days, holidays and Sundays in a week would be included if such person has been engaged for the rest of the days in the said week.

अतः परिपत्र में स्पष्ट है कि केवल उन्हीं कर्मचारियों को सेवा पैनल में रखा जाता है जो कि पूर्णकालिक कर्मचारी हैं जबकि रूपाराम पूर्णकालिक कर्मचारी नहीं है। रूपाराम का प्रतिपरीक्षण में कथन है कि उसका काम बैंक में झाड़ू लगाना व पानी भरना था। ये काम वह बैंक खुलते ही करता था। एम-1 प्रदर्श के जरिए उसे बैंक ने पार्ट टाइम पर नौकरी लगाया था। इस प्रकार या साबित होता है कि एग्ज-एम-1 के अनुसार प्रार्थी यह कार्य करता था एग्ज-एम-1 में यह स्पष्ट है कि बैंक से एक सप्ताह से 6 घंटे में कम कार्य पानी भरने या झाड़ू लगाने का करेगा व करता था। अतः प्रार्थी रूपाराम

पूर्णकालिक कर्मचारी नहीं था। EX-डब्ल्यू-1 प्रार्थी का पूर्व का नियुक्ति आदेश है व एम डब्ल्यू-2 प्रमाण पत्र है जिसका प्रकरण पर कोई प्रभाव नहीं क्योंकि प्रार्थी पूर्णकालिक कर्मचारी नहीं था। EX-एम-2 के सुसंगत भाव के अनुसार केवल उन्हीं आकस्मिक कर्मचारियों को नियमित सेवा के के पैतल में रखा जाना था जिन्होंने पूर्णकालिक कर्मचारियों के रूप में 3 वर्ष में 240 दिन पूरे कर लिये हों परन्तु प्रार्थी स्वपराय ने पूर्णकालिक कर्मचारी के रूप में 240 दिन पूरे नहीं किये। इसलिए वह परिपत्र EX-एम-2 दिनांक 19-10-89 के अन्तर्गत सेवा के पैतल में रखे जाने योग्य नहीं था इसलिए वह नहीं रखा गया वह ठीक है।

अवार्ड

अतः निम्नलिखित अवार्ड पारित किया जाता है। अतः यूनाइटेड कमर्शियल बैंक द्वारा श्री रूपाराम दैनिक बेलनभागी श्रमिक का उनकी शाखा हरियाणा में नियमित सब-स्टाफ की सेवा पैतल में न रखा जाना उचित व वैध है और प्रार्थी कोई दाव राशि पाने का अधिकारी नहीं है। केन्द्र सरकार को प्रकाशनार्थ भेजा जाये।

अवार्ड दिनांक आज 17/5/97 को खुले न्यायालय में सुनाया गया।

एन. के. वंसल न्यायाधीश

नई दिल्ली, 24 जुलाई, 1997

का.आ. 2030.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियेन्टल बैंक ऑफ़ कॉमर्स के प्रबन्धनत्व के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 23/7/97 को प्राप्त हुआ था।

[सं. एन-12012/628/89-डीआईआर(बी-II)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 24th July, 1997

S.O. 2030.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workmen, which was received by the Central Government on 23-7-1997.

[No. L-12012/628/89-DIA/IR(B-II)]

P. J. MICHAEL, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी. आई. टी. 17/1993

रैफरेंस :—केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्र. एन.-12012/628/89—डी

II ए दिनांक 21-10-93

भगवान सिंह पुत्र श्री छोटे लाल अनाह गेट कोडथान मोहल्ला भरतपुर।

—प्रार्थी

बनाम

1. क्षेत्रीय प्रबन्धक, ओरियेन्टल बैंक ऑफ़ कॉमर्स, आनन्द भवन, संसार चन्द्र रोड, जयपुर।

2. शाखा प्रबन्धक, ओरियेन्टल बैंक ऑफ़ कॉमर्स, नुमायश रोड, भरतपुर।

—अप्रार्थीगण

उपस्थित

पीठाधीन अधिकारी : श्री एस. के. वंसल, आर. एच. जे. एस.

प्रार्थी की ओर से : श्री सुरेश कश्यप

अप्रार्थी की ओर से : श्री बी. एस. रत्न

दिनांक अवार्ड : 17-4-1997

अवार्ड

यह अधिसूचना केन्द्रीय सरकार के श्रम मंत्रालय द्वारा निम्नलिखित बिन्दु को निमित्त करने के लिए प्रेषित की गई है :

“Whether the action of the management of Oriental Bank of Commerce in terminating the services of Shri Bhagwan Singh is justified? If not, what relief, is the workman concerned entitled to?”

2. प्रार्थी श्रमिक ने स्टेटमेंट ऑफ़ क्लेम पेश किया और उसका कथन है कि उसने विपक्षी संस्थान में चपरासी के पद पर 12-85 से निश्चित आदेशानुसार कार्य किया और उसको संवाएं निरन्तर 88 दिन रहें और उनमें कोई व्यवधान नहीं रहा और उसकी सेवाओं से विपक्षी संस्थान संतुष्ट रहा। प्रार्थी का यह भी कथन है कि उसकी सेवाएं 28-6-86 तक रहीं हैं बाद में माँखक आदेश से दिनांक 29-6-86 को गैर-कानूनी तौर से सेवा पृथक् कर दिया गया है और उच्चाधिकारियों से कहने पर भी सेवा में नहीं लिया गया। प्रार्थी का कथन है कि अप्रार्थी को यह कुल स्वाई गमसाले के पैर 20 (7) एवं 20 (8) भारतीय अवार्ड के पैरा 2

495 व 522 के विपरीत है। प्रार्थी का यह भी कथन है कि विपक्षीगण का यह कृत्य संविधान के अनुच्छेद 16 के विपरीत है जिससे उसके मौलिक अधिकार का हनन होता है। प्रार्थी का यह भी कथन है कि उसकी सेवा समाप्ति के बाद श्री मोहन पुत्र श्री शिवचरणलाल नाई को 19-6-86 से 20-5-87 तक एवं राजेश कुमार को 65 दिन तक रखा जो अनुचित श्रम व्यवहार की परिभाषा में आता है और औद्योगिक विवाद अधिनियम, 1947 (जो बाद में अधिनियम कहलायेगा) की धारा 25—एफ, 25—जी व 25—एच तथा नियम 77 व 78 का उल्लंघन है। इसलिए प्रार्थी को पुनः सेवा में पूरे वेतन के साथ बहाल किया जाये। प्रार्थी का यह भी कथन है कि उसने अपना विवाद समझौता अधिकारी के समक्ष उठाया था समझौता नहीं होने के कारण 24-11-89 को असफल वार्ता प्रतिवेदन लिखा गया। तथा केन्द्रीय सरकार ने विवाद को भेजने से इन्कार कर दिया। प्रार्थी ने इसके खिलाफ माननीय उच्च न्यायालय में रिट याचिका दायर की जिसमें दिनांक 23-9-93 को माननीय उच्च न्यायालय द्वारा केन्द्रीय सरकार को आदेश दिया गया कि वह प्रार्थी के विवाद को न्याय निर्णय हेतु न्यायाधिकरण के समक्ष भेजे जिसकी अनुपालना में केन्द्रीय सरकार द्वारा यह विवाद पेश किया गया है जिसको स्वीकार कर सेवा मुक्ति को अनुचित व अवैध तथा गैर-कानूनी करार दिया जाये और प्रार्थी को पूरे वेतन के साथ कार्य पर लिया जावे।

3. विपक्षी ने जवाब पेश किया और उसका अभिकथन है कि प्रार्थी ने माह दिसम्बर, 1985 से माह मई 1986 तक विभिन्न निश्चित अवधियों में मात्र 80 दिन कार्य किया और इस संबंध में 1989 में 3 वर्ष के लगभग अंतराल के बाद विवाद पेश किया है इसलिए देरी से पेश करने के कारण प्रकरण विचारणीय नहीं है। विपक्षी का यह भी अभिकथन है कि प्रार्थी को एक निश्चित अवधि के लिए अस्थाई रूप से रखा गया था तथा यह अवधि जैसे ही समाप्त हुई उसकी सेवाएं स्वतः ही समाप्त हो गई। ऐसी परिस्थिति में प्रार्थी का बाद औद्योगिक विवाद अधिनियम, 1947 के अनुसार धारा 2 (00) (बीबी) के अनुसार अवैध सेवा मुक्ति या छंटनी की परिभाषा में नहीं आता है इसलिए खारिज किये जाने योग्य है। अप्रार्थी का यह भी कथन है कि प्रार्थी को 88 दिन के लिए रखा गया था जो कि एक निश्चित अवधि थी और उसे उत्पन्न कार्य की अधिकता या स्थाई कर्मचारी के अवकाश पर होने से उत्पन्न कार्य की अधिकता के कारण रखा गया था और शारली अवार्ड के पैरा 20.7, 20.8 व 499 एवं 522 का कोई उल्लंघन नहीं किया गया है और न ही विपक्षी ने धारा 25-एफ, जी, एच अधिनियम व नियम 77 व 78 का उल्लंघन किया है न ही अनुचित श्रम व्यवहार है इसलिए क्लेम खारिज किया जावे।

4. प्रार्थी की ओर से स्टेटमेंट ऑफ क्लेम को साबित करने के लिए स्वयं का शपथ पत्र पेश किया है व प्रदर्श डक्यू-1 से डक्यू-3 दस्तावेजात पेश किये हैं।

विपक्षी की ओर से श्री मदन मोहन बंगला का शपथ पत्र पेश किया गया है। बहस मुक्ती गई पचावली का अबलोकन किया गया।

5. प्रार्थी के विद्वान प्रतिनिधि श्री सुरेश कश्यप का तर्क है कि इस प्रकरण में प्रार्थी ने 88 दिन कार्य किया है और कोई इस निश्चित अवधि के लिए उसे नहीं रखा गया था इसलिए प्रार्थी का प्रकरण 2 (00) (बीबी) के अन्तर्गत छंटनी की परिभाषा में आता है और उसके पश्चात् भी विपक्षी बैंक में मोहन पुत्र श्री शिवचरण एवं राजेश कुमार को 19-6-86 से 20-5-87 तक व 65 दिन तक क्रमशः रखा था जबकि प्रार्थी की सेवा में आने की कोई सूचना नहीं दी गई और न ही कोई वरिष्ठता सूची बनाई गई इसलिए नियम 77 व 78 का उल्लंघन किया गया है इसलिए प्रार्थी पुनः सेवा में लिये जाने योग्य है। यह भी तर्क है कि प्रार्थी की बजाय श्री मोहन व राजेश कुमार को बाद में रखा गया इसलिए विपक्षी का यह कृत्य अनुचित श्रम व्यवहार की परिभाषा में आता है और उसके पश्चात् प्रमोद कुमार को भी रखा गया है परन्तु प्रार्थी को नहीं बुलाया गया इसलिए धारा 25—जी व नियम 77 की उल्लंघना है इसलिए भी प्रार्थी पुनः सेवा में लिये जाने योग्य है। प्रार्थी ने विद्वान प्रतिनिधि ने अपने तर्क के समर्थन में 1996 लैब आई. सी. 2248 (एस. सी.) सैन्ट्रल बैंक इण्डिया बनाम एस. सत्यम वगैरह को पेश किया है।

6. विपक्षी के विद्वान प्रतिनिधि श्री बी. एस. रत्नू का जवाब में कहना है कि प्रार्थी ने गारंटी अवार्ड के पैरा 20.8 के अनुसार केवल 88 दिन के लिए निश्चित अवधि के लिए स्थाई कर्मचारी के छुट्टी पर चले जाने के कारण व कार्य की अधिकता के कारण रखा गया और निश्चित अवधि के लिए रखा गया था इसलिए अप्रार्थी का यह कृत्य 2 (00) (बीबी) के दायरे में आते हैं और छंटनी की परिभाषा में यह सेवा मुक्ति नहीं आती है तथा अधिनियम के किसी प्रावधान की उल्लंघना साबित नहीं होती इसलिए क्लेम खारिज किये जाने योग्य है। विपक्षी के विद्वान प्रतिनिधि ने इस तर्क के समर्थन में एस. एस. एन. 1996 (एस. सी.) स्टेट ऑफ राजस्थान वगैरह बनाम रामेश्वर लाल गहलोत पेज 296 को पेश किया है।

7. मेरे विचार में विपक्षी के विद्वान प्रतिनिधि के तर्क में काफी सार प्रतीत होता है। विपक्षी के साक्ष्य मदन मोहन बंसल का शपथ पत्र के पैरा नं. 1, 2 व 3 में कथन है कि :—

1. मैं वर्तमान में बैंक के प्रादेशिक कार्यालय, श्रीगंगा-नगर, में सहायक प्रादेशिक प्रबन्धक के पद पर कार्यरत हूँ जब मैं बैंक की भरतपुर शाखा में कार्यरत था, तो श्री भगवानसिंह को एंवजी के रूप में एवं अस्थाई कार्य वृद्धि के कारण से अस्थाई

चपरामा का कार्य करने हेतु रखा जाव था। भगवान सिंह को विभिन्न अवधियों में कुल 88 दिन के लिए रखा गया था।

2. यह कि मैंने श्री भगवान सिंह को कार्य आरम्भ करने में पूर्व यह स्पष्ट रूप से सूचित कर दिया था कि उन्हें इन निश्चित अवधि हेतु ही रखा गया है और यह कार्य पूर्णतः अस्थाई है और उसकी अस्थाई रोजगार इस अवधि के समाप्त होने पर स्वतः ही समाप्त हो जायेगी।

3. यह कि बैंक में स्थाई नियुक्ति करने का अधिकार मुझे नहीं है और अधीनस्थ संवर्ग में भर्ती रोजगार कार्यविधि द्वारा प्रोजे गये लोगों पर साक्षात्कार कमेटी द्वारा साक्षात्कार लेने के उपरान्त की जाती है।

8. मेरे विचार में विपक्षी के साक्षी के शपथ-पत्र को नहीं मानने का कोई कारण नहीं है। दूसरे प्रति-परीक्षण में भी कोई ऐसा तथ्य नहीं आया है जिसमें उसके कथन को अवान्य ठहराया जा सके। तीसरे शास्त्री अवार्ड के पैरा नं० 20.8 के अनुसार अस्थाई श्रमिक को 90 दिन तक लगाया जा सकता है जबकि प्रार्थी ने केवल 88 दिन ही कार्य किया है जो कि स्वीकृत एका तथ्य है। यह तथ्य भी विपक्षी के शपथ पत्र का समर्थन करता है। चौथे प्रार्थी का प्रति परीक्षण में कथन है कि उसे शाखा प्रबन्धक ने रखा था इसलिए इस आधार पर उसने कहा है कि उसकी नियुक्ति स्थाई थी। शाखा प्रबन्धक श्री मदन मोहन बंसल थे और उनका कथन है कि प्रार्थी को निश्चित अवधि के लिए अस्थाई तौर पर रखा था इसलिए प्रार्थी का यह कथन कि उसे स्थाई नियुक्ति दी गई थी, नहीं माना जा सकता। पाँचवें प्रार्थी ने अपने क्लेम के पैरा नं० 1 में कथन किया है कि "प्रार्थी ने अप्रार्थी संस्थान में चपरामा के स्थाई पद पर दिनांक 19-12-65 से लिखित आदेशानुसार कार्य किया है।" ऐसा कोई लिखित आदेश प्रार्थी की ओर से पेश नहीं हुआ है और न ही विपक्षी की ओर से पेश किया गया है। इस प्रकार प्रार्थी का यह कथन बिना किसी आधार के है कि उसने लिखित आदेशानुसार बैंक में कार्य किया था। इन परिस्थितियों में विपक्षी को साक्ष्य के मुकाबले में प्रार्थी के शपथ पत्र को नहीं माना जा सकता। अतः विपक्षी साक्ष्य के शपथ पत्र व शास्त्री अवार्ड के अनुसार 90 दिन से अधिक अस्थाई करनेवाली रखने का अधिकार विपक्षी को होना व प्रार्थी का साक्षात्कार कमेटी द्वारा साक्षात्कार लेने की कोई कार्यवाही न होना व विपक्षी बैंक में स्थाई सेवा में लेने की निर्धारित प्रक्रिया होना, इन सब तथ्यों से यह साबित होता है कि प्रार्थी को 88 दिन के लिए निश्चित अवधि के लिए रखा गया था और जब निश्चित अवधि समाप्त होने ही प्रार्थी की सेवा स्वतः ही समाप्त हो जाती है और प्रार्थी का यह प्रकरण धारा 2(90) (बीवी) के दायरे में आता है और छंटनी की परिभाषा में नहीं आता और

जब छंटनी की परिभाषा में नहीं आता तो विपक्षी द्वारा धारा 25-जी व एच तथा नियम 77 व 78 का उल्लंघन किया जाता साबित नहीं होता। ऐसी भी कोई साक्ष्य नहीं जिससे यह साबित हो कि विपक्षी ने अनुचित श्रम व्यवहार की नीति अपनाई है परन्तु शास्त्री अवार्ड के पैरा 20.8 के अनुसार 88 दिन की निश्चित अवधि के लिए उन सेवा दी गई है। मेरे इस विचार का समर्थन एल. एन. एन. 1996 (7) (एस. सी.) पेज 296 (मुपरा) में होता है। 1996 लेबर. आई. सी. पेज 2288 (मुपरा) में माननीय न्यायाधीशों ने यह विनिश्चय किया है कि छंटनी की परिभाषा में केवल वही प्रकरण नहीं आते हैं जो धारा 25-एफ अधिनियम के दायरे में आते हैं परन्तु वह सभी प्रकरण छंटनी की परिभाषा में आते हैं जिसमें छंटनी की गई है। मेरे विचार में माननीय न्यायाधीशों द्वारा जो सिद्धान्त इस प्रकरण में प्रति-पादित किया गया है, में कोई विवाद नहीं परन्तु प्रार्थी का प्रकरण धारा 2(90) (बीवी) के दायरे में आता है इसलिए यह निर्णय इस प्रकरण के तथ्यों पर लागू नहीं होता प्रदर्श उल्लेख—1, मोहन लाल द्वारा 45 दिन कार्य 19-6-86 में किये जाने के बारे में पेश किया गया है। ऐसी कोई साक्ष्य नहीं कि उसके बाद भी वे कार्य करते रहे। उल्लेख—2 राकेश कुमार द्वारा 62 दिवस कार्य करने का स्टेटमेंट पेश किया गया है, इसके बारे में भी ऐसा कोई कथन नहीं है कि यह श्रमिक बाद में भी कार्य करता रहा। दूसरे दोनों ही श्रमिकों ने शास्त्री अवार्ड के पैरा 20.8 के अनुसार कार्य किया है इसलिए इसका कोई प्रभाव नहीं। प्रदर्श उल्लेख—3 समझौता प्रमोद कुमार व कैमरा बैंक के मध्य हुआ है जबकि इस प्रकरण में विपक्षी ओरियेंटल बैंक है इसलिए इस प्रकरण में यह समझौता लागू नहीं होता क्योंकि उसमें पक्षकारान भिन्न-भिन्न हैं।

9. विपक्षी द्वारा शास्त्री अवार्ड के पैरा सं. 20.7 व 20.8 का उल्लंघन नहीं किया गया है और ना ही पैरा 495 व 522 का उल्लंघन किया गया है क्योंकि प्रार्थी का प्रकरण छंटनी की परिभाषा में नहीं आता और जब छंटनी की परिभाषा में नहीं आता तो विपक्षी द्वारा धारा 25-एफ, जी व एच अधिनियम व नियम 77 एवं 73 का उल्लंघन किया जाता साबित नहीं होता है इसलिए प्रार्थी कोई दादरसी पाने का अधिकारी नहीं है।

10. अतः निम्नलिखित अवार्ड पारित किया जाता है :

"ओरियेंटल बैंक ऑफ कामर्स के व्यवस्थापक द्वारा श्री भगवान सिंह की सेवाएं समाप्त करने की कार्यवाही उचित एवं वैध है व प्रार्थी कोई दादरसी पाने का अधिकारी नहीं है।"

11. अवार्ड आज दिनांक 17-4-97 को खुले न्यायालय में लिखा जाकर सुनाया गया जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे।

एस. के. बंसल, न्यायाधीश

नई दिल्ली, 24 जुलाई, 1997

का.आ. 2031.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बरोडा के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशन करती है, जो केन्द्रीय सरकार को 23-7-97 को प्राप्त हुआ था।

[सं. एल-12012/431/95-आईआर(बी-2)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 24th July, 1997

S.O. 2031.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen which was received by the Central Government on 23-7-1997.

[No. L-12012/431/95-IR (B-II)]

P. J. MICHEAL, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DEOKI PALACE ROAD PANDU NAGAR, KANPUR

Industrial Dispute No. 6 of 1997

In the matter of Dispute between :

Dy. General Manager,
Bank of Baroda,
L.I.C. Investment Building,
Lucknow.

AND

Astt. General Secretary,
U. P. Bank of Baroda Employees Union,
C/o Bank of Baroda,
90/165 Dua Market,
Chamra Mandi Kanpur.

AWARD

1. Central Government Ministry of Labour, New Delhi vide its notification No. L-12012/431/95-I.R.(B-2) dated 30-12-96 has referred the following dispute for adjudication to this Tribunal :—

1949 GI/97—8

Whether the action of the management of Bank of Baroda is not providing the post of ALPM operator to Shri Yog Raj Wadhwa in legal and justified? If not to what relief is the said workman entitled?

2. It is necessary to give the detail of the case as after sufficient opportunity the concerned workman has not filed the claim statement. Hence the reference is answered against the workman for want of prosecution and proof and he will be not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 28 जुलाई, 1997

का.आ. 2032.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया, वाराणसी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशन करती है जो केन्द्रीय सरकार को 25-7-97 को प्राप्त हुआ था।

[संख्या एल-12012/301/83-आईआर(बी-1)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 28th July, 1997

S.O. 2032.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.B.I., Varanasi and their workman, which was received by the Central Government on the 25-7-97.

[No. L-12012/301/83-IR(B I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 21 of 1996

In the matter of dispute :

BETWEEN

K. K. Srivastava
221/A-Bahadur Ganj
(Kishna Coaching Institute)
Allahabad-211003.

AND

The Regional Manager
Region I State Bank of India
Chief Regional Manager Office
Varanasi.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-12012/301/83/IR.-B-1 dated 11-2-1996, has referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of State Bank of India, in terminating the services of Sri K. K. Srivastava is legal and justified? If not to what relief the workman is entitled?"

2. There is no dispute that the concerned workman K. K. Srivastava, was appointed as cashier by the opposite party State Bank of India, on 16-5-73, and he joined at Ballia City Pay Office under Balli Main Branch. He was suspended on account having committed certain acts of misconduct, the particulars of which were not given at that time. On 27-6-77, i.e., after a lapse of about 11 months of the date of suspension, he was served with a chargesheet, the copy of which is being attached herewith. The list of charges is illegal withdrawal of Rs. 8100 from the account of one Dinanath Prasad in three instalments, on 9-6-75, on 20-6-75 and on 28-7-1975 respectively. The second charge relates to making of unauthorised entry of Rs. 4500 on 28-7-1975, in the ledger of account holder. The third charge relates to removal of vouchers relating to these three withdrawals. The fourth charge relates to accepting of money in an unauthorised manner for depositing the same in the account of Kumari Meena Verma.

3. One Sri S. K. Syal an officer of the bank was appointed as enquiry officer. After completing the enquiry, he submitted his report on 7-3-79. Agreeing with this report, the disciplinary authority has passed an order of dismissal of the concerned workman. Thereafter the concerned workman took up the matter before the conciliation officer, where he failed. Hence, he filed a writ petition No. 6037 of 1984. By judgment and order dated 21-12-95, the Hon'ble High Court of Allahabad, directed the Ministry to refer this case for adjudication. Consequently, the Ministry made the instant reference.

4. In the claim statement it was alleged that one Dinanath Mishra was working as officer in charge at the branch. His home was at distance of about 40 kilometres, hence he used to up and down from his home to Ballia daily. For this purpose he used to leave office early. In order to cover up the work, he used to take the work of clerical nature from the concerned workman as well. In this regard the workman had sent a complaint as well. As regards his part in the illegal withdrawal of money and removal of vouchers, he has specifically denied that he has ever done so. He also denied to have done any wrongful act in the account of Kumari Meena Verma. As the branch manager was inimically disposed towards the concerned workman, he was falsely implicated with the support of other members of the staff of the branch. It was further alleged that enquiry was not fair and properly held.

5. In the written statement the management has alleged that enquiry was fairly and properly held. It has further alleged that before a gathering of members

of staff, the concerned workman had admitted this fact. Further he had made admission on 28-6-76, in writing. Enquiry was fairly and properly held against him.

5. In the rejoinder, it was denied that he had ever made any admission before the members of the staff or that he had given any admission in writing on 28-6-76. Rather the last documents was obtained under duress after 28-6-76. His signatures were obtained on a plain paper and was typed out later on giving the date 28-6-76. On the pleadings of the parties, a preliminary issue regarding fairness and propriety of enquiry was framed. Vide finding dated 12-1-97, this tribunal held that the departmental enquiry was not fairly and properly held in as much as the enquiry officer has committed misconduct by making private enquiries and incorporating his own opinion on the basis of such private enquiry, in the report itself. Thereafter, the management was given opportunity to prove the misconduct on merit.

6. The management has examined Raj Narain Mishra, M.W.1, Hawaldar, who has proved exhibit M-1 so called admission having been made before the gathering of the staff, and exhibit M-2, admission letter dated 28-6-76 having been given to him by the delinquent. Dinanath Mishra, M.W.2, the branch manager, Gupteshwar Pandey M.W.3 was the head cashier at that time. He has proved the misconduct relating to unauthorised entry relating to Rs. 4500. Vijai Pratap Singh M.W.4, is the another witness. Besides the management has relied upon Exts. M-1, M-2 and M-3. In rebuttal the concerned workman K. K. Srivastava, W.W.1 examined himself. Besides he has relied upon 28 papers.

7. The management has tried to prove the misconduct with the aid of evidence of the above mentioned witnesses and exhibits M-1 and M-2. First I would like to deal with Exts. M-1 and M-2. Ext. M-1 is the memorandum dated 21-6-76 which was prepared by all the members of staff in which all of them had come to unanimous opinion that the this embezzlement of Rs. 8100 was the handiwork of the concerned workman. It has also been incorporated that the concerned workman had admitted this fact before them. However, the signature of the concerned workman on this paper is wanting. Then there is exhibit M-2, a typed letter under the signature of concerned workman in which it is alleged that he had admitted to have withdrawn Rs. 8100. Raj Narain M.W.1 has stated that when he was on duty the delinquent came to him and handed over this letter with the request to hand it over to the manager. Dinanath Mishra M.W.2 has also supported it. On the other hand K. K. Srivastava, W.W.1 has denied that he had ever participated in any meeting of the officials as alleged in Ext. M-1, and that he had ever given exhibit M-2. Instead it has been typed out on a blank paper on which his signatures were obtained under duress. It has been ante dated as well. In this case FIR was lodged on 28-6-76 in which police had submitted final report on 1-12-76. I am of the considered view that had the concerned workman admitted the fact and memorandum would have been prepared as contained in Ext. M-1 and had Ext. M-2 typed admission

dt. 28-6-76 been in existence that would have been definitely placed before the investigating officer, who in turn would not have submitted the final report. Instead a chargesheet would have been submitted against him. When pointed attention of the representative of the bank was drawn towards this fact his reply was that this paper was placed but investigating officer did not pay any heed. I am not inclined to accept this explanation as investigating officer would not have in normal course shut his eyes towards these papers which were incriminating against the concerned workman. I am of the definite view that these papers were not in existence at that time and have been concocted subsequently, for the purposes of this case.

8. The evidence of Raj Narain Mishra M.W.1 is that the delinquent had handed over Ext. M-2 to him to pass on to the branch manager has also been concocted for the purposes to bolster up the case of the management, as in normal course no delinquent would give any thing in writing which is incriminating against him specially when there was no force or undue influence for this. Thus in view of the foregoing discussions, I disbelieve the version of the management and held that Ext. M-1 and M-2 have been concocted subsequently, for the purpose of the case, and no reliance can be placed on them.

9. Now the veracity of evidence of the management witnesses may be examined. It has already been noticed in the claim statement that the concerned workman has specifically pleaded that Dinanath Mishra was not well disposed towards because he had sent a complaint regarding his malpractice of leaving office early for going to home and also forcing the workman to do the work of clerk. The concerned workman K. K. Srivastava W.W.1 had specifically spoken about all these facts in the examination in chief. There is no cross examination in this regard. Further Dinanath Mishra M.W.2 the then officer of the branch has not denied this fact on oath as well. Had there been any thing wrong in this evidence Dinanath Mishra would have refuted it on oath. His failure to do so signifies that he did not dispute the correctness of the statement of K. K. Srivastava. Apart from this there is Ext. M-3 copy of complaint dated 8-11-73, sent by the delinquent to the secretary State Bank of India, Staff Association, regarding unfair practice of the Branch Manager. Hence, it cannot be said that this plea has been set up for the purposes of the case. In view of above it is fully established that Dinanath Mishra M.W.2, the then officer in-charge of Ballia branch was harbouring ill will against the concerned workman. It is further established that he had forced the concerned workman to do the job of clerk as well in order to serve his purposes of leaving the office early. In the back ground of this animosity, I am not inclined to believe the statement of Dinanath Mishra M.W.2 by which he had tried to inculcate the concerned workman in respect of the charge no. 1 and 2.

10. The evidence of Gupateshwar Pandey, M.W.3 is also not reliable as he is a witness for preparation of Ext. M-1, the so called admission letter dated 21-6-76. It has already been found that this Ext. M-1 the admission letter has been connected for

the purposes of the case. When this witness was a party to the concocted letter obviously no reliance can be placed on his evidence as well. He and Dinanath Mishra appear to be the bird of same feather.

11. Vijay Pratap Singh M.W.4 was posted as clerk. He has simply proved the fact about making of complaint by account holder to him, about forged withdrawal of Rs. 8100. His evidence in no way inculcate the concerned workman. Further, he has tried to prove Ext. M-1, the outcome of deliberations of the members of staff. It has already been held above that this exhibit M-1 had been prepared for the purposes of this case, hence his evidence in this regard also falls to ground. Thus all the evidence which have been adduced by the management is not reliable. On the contrary the concerned workman K. K. Srivastava W.W.1 has stated on oath that he never withdrawn Rs. 8100. On the instructions of the branch manager he made the entry of Rs. 4500 in the ledger account. There was no unfair act on the part of the delinquent in this regard. As the management has failed to prove its case, it is held charge nos. 1 and 2 are proved.

12. As regards charge no. 3 there is once again evidence of M.W.2, that the concerned workman had removed the vouchers relating to three withdrawal. In my opinion, his bald statement is not enough specially since he is not well disposed towards the concerned workman. Further withdrawal forms and cheques are kept in the strong room which is under the strict control of branch manager. A cashier/clerk has no approach over it. In the back ground of this fact I am inclined to believe the statement of concerned workman K. K. Srivastava, W.W.1 that he had not removed any voucher relating to three withdrawals. Thus, this charge no. 3 is also not proved.

13. As regards charge no. 4, the case of the management is that in the pass book of Kumari Meena Verma, the concerned workman used to make unauthorised entries about deposits. Five such instances have been pointed out under this charge which run from 1973 to 1975. It is pertinent to note that in the charge in this regard he has been charged only for making unauthorised entries and not for temporary or otherwise embezzlement. In order to prove this charge M.W.2, Manager, Dinanath Mishra has stated that in the pass book, the copy of which is Ext. M-3, the concerned workman has made entries without any authority. The concerned workman has not challenged it in its evidence. Hence this much is established that the concerned workman did make entries in respect of five items as given in charge no. 4, in the pass book of Kumari Meena Verma which was certainly unauthorised. But I find that no financial loss occasioned either to the bank or to the account holder of the bank. When inquired from the authorised representative of the concerned workman as to why this act was done his reply was that Kumari Meena Verma had acquainted with the concerned workman. As the concerned workman was working in the bank, Kumari Meena Verma asked him to make entries in the pass book and deposit the amount. The concerned workman

was a beginner having been appointed in 1973 without any training of banking procedure. Hence he did not understand the gravity of act and consequently made entries. There was no malafide intention. Instead it was a mistake committed because of inexperience. It may also be relevant to point out that these mistakes have been highlighted only after the alleged fraud as given in charge no. 1 to 3 came to light. Earlier the branch manager had not taken note of impropriety committed by the concerned workman in respect of acts as given in charge no. 4. It was only to add the gravity of the charge no. 1, 2 and 3. Subsequently this charge was also framed. I find substance in all these submissions. Hence, my finding is that the concerned workman had made unauthorised entry in Ext. M-3 as alleged in charge no. 4, and it was not malafide. Instead it was an act due to inexperience.

14. Thus in view of foregoing discussions, it is evident that charge nos. 1, 2 and 3 are not proved and charge no. 4 is proved against the workman. I think that punishment by way of dismissal which amounts to economic death sentence would be highly disproportionate to the gravity of offence. Instead denial of 1/4 of entire due wages will meet the ends of justice.

15. As regards delay in seeking reference, according to the management he was removed from service by order dt. 22-11-82. When conciliation matter failed he filed writ petition no. 6937 of 1984 which was decided by the hon'ble High Court on 21-12-95, hence he was not responsible for delay. Accordingly my award is that the termination of the concerned workman is bad in law and he is entitled for reinstatement with 3/4th of entire back wages on the premises that he continued to remain in service from the date of dismissal.

B. K. SRIVASTAVA, Presiding Officer
STATE BANK OF INDIA
Ballia City Branch
Ballia
MEMORANDUM

To,

Shri Krishna Kumar Srivastava
Cashier (Under Suspension)
State Bank of India,
Mirzapur Branch.

Ref : No. Ben/P&C/3/1 dated 20-6-77

CHARGESHEET:

You are hereby required to show cause as to why disciplinary action should not be taken against you on anyone or more of the following charges:—

(I). That you have fraudulently withdrawn an aggregate sum of Rs. 8100 detailed as under:—

9-6-75	Rs. 600.00
20-6-75	Rs. 3000.00
28-7-75	Rs. 4500.00

- (II) That, you made the entry for Rs. 4500 dated 28-7-75 in the ledger account in your own handwriting although you were not authorised to do so, as you were not working on the savings bank seat on the material date.
- (III) That to cover up your aforesaid fraudulent acts you surreptitiously removed the packets containing the Savings bank vouchers of the material dates, which included the above three withdrawal from the Branch.
- (IV) That certain account given to you by Km. Meena Verma on various occasion, for depositing it in her savings bank account No. 1169 were not deposited by you on the concerned dates. To cover up your aforesaid lapses you made fictitious and incorrect entries in the Savings Bank pass-book. You also authenticated entries in the Pass Book although you were not authorised to do so, as you were not even officiating as Head Clerk/Officer Grade II, at the material time. A few such instances are as follows:—
 - (a) On the 3rd September, 73 you have authenticated the balance in the Pass Book when a sum of Rs. 10 was posted in it, but no such amount was deposited in the account holder's account.
 - (b) An undated fictitious entry of Rs. 20 was made by you the account holders pass book prior to an entry dated the 8th November, 73 and the resultant balance authenticated by you.
 - (c) An entry of Rs. 400 was made by you on 8-11-73 in the pass-book although a sum of Rs. 420 was deposited in the account by you.
 - (d) An entry of Rs. 207 was made by you on 22-11-74 in the account holder's pass book, although the depositor had deposited only a sum of Rs. 187.
 - (e) Two fictitious entries of Rs. 362 and Rs. 1045 were made by you as on 14-4-75 although no such deposit was actually made in the account.

You are thus guilty of—

1. defrauding the bank,
2. cheating the Bank's constituents,
3. accepting in an unauthorised manner funds from the constituents for depositing in their accounts;
4. tampering with the Bank's record; and
5. having tarnished the Bank's image.

The aforesaid acts on your part besides being highly detrimental to the interests of the Bank cast grave doubts on your integrity and bonafides.

You are accordingly required to submit your explanation in respect of the above charges within a week of the receipt of this memorandum falling which the Bank will reserve its right to proceed against you in the manner it deems fit.

Sd/-

T. P. GUPTA, Branch Manager

नई दिल्ली, 28 जुलाई, 1997

का.आ. 2033.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ राजस्थान लिमि., जयपुर के प्रबंधन के संबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-7-97 को प्राप्त हुआ था।

[संख्या एन-12012/80/89-आईआर(बी)]

पी.जे. माइकल, डेस्क अधिकारी

New Delhi, the 28th July, 1997

S.D. 2033.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of Rajasthan Ltd., Jaipur and their workman, which was received by the Central Government on 25-7-97.

[No. L-12011/80/88-LR. (B.I.)]

P. J. MICHAEL, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. आई.टी. 106/89

रेफरेंस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्रमांक एन-12012/80/89-आई.आर.

दि. 16-10-89

राजस्थान बैंक एम्प्लॉईज यूनियन द्वारा दि बैंक आफ राजस्थान लि. घण्टाघर उदयपुर।

—प्रार्थी

बनाम

महाप्रबंधक, दि बैंक आफ राजस्थान लि. सरदार पटेल मार्ग सी स्कीम, जयपुर।

—अप्रार्थी

उपस्थित

पोटासीन अधिकारी, : श्री एस.के. बंसल, आर. एच जे एम प्रार्थी की ओर से : श्री जयन्ती लाल शाह

अप्रार्थी की ओर से : श्री केवलरामजी

दिनांक अर्वाइ : 21-4-1997

अर्वाइ

इस प्रकरण में भारत सरकार के श्रम मंत्रालय द्वारा निम्नलिखित अधिसूचना निर्णय के लिये प्रेषित की गई है :

“Whether the action of the management of the Bank of Rajasthan Ltd. through its Assistant General Manager/Regional Manager Udaipur in terminating the services of Shri Ram Nath Menariya, Driver w.c.f.

18-1-89 is just and legal ? If not, to what relief is the worker concerned entitled ?”

2. प्रार्थी की ओर से यूनियन ने स्टेटमेंट आफ क्लेम पेश किया और उनका अभिकथन है कि राजस्थान बैंक एम्प्लॉईज यूनियन एक रजिस्टर्ड एवं मान्यता प्राप्त यूनियन है और श्री राम नाथ मैनारिया इस यूनियन का सदस्य है। यूनियन का यह भी कथन है कि श्री मैनारिया को दिनांक 10 जून 1987 को बैंक की कार चलाने हेतु रखा था। बैंक का कार्यालय उदयपुर में 1982 में कार्य कर रहा है जिसका वर्तमान कार्यालय बैंक ने अपने निजी भवन घण्टाघर के द्वितीय माले पर है। यूनियन का यह भी कथन है कि बैंक के इस कार्यालय के पूर्व क्षेत्रीय प्रबंधक एवं वर्तमान में सहायक महाप्रबंधक जिनको बैंक द्वारा स्थाई तौर पर कार्यालय कार्य हेतु कार सं. आर. आर. बाई. 8582 व आज की तारीख में कार सं. आर. पी. ई. 2078 दे रखी है। यूनियन का कथन है कि इस कार का प्रयोग कार्यालय कार्य एवं इस क्षेत्र में आने वाली गाइडों के निरीक्षण तथा बैंक के केन्द्रीय कार्यालय जो जयपुर में स्थित है, बैठकों में भाग लेने हेतु किया जाता रहा है व हो रहा है। यूनियन का यह भी कथन है कि पूर्व में इस बैंक को एक जीप जिसका वर्तमान पंजीयन नं. ए आर. एम. डी. 7868 है। भी दे रखी है जब कि उसे जीप का चालक प्रारंभ से ही बैंक का स्थाई कर्माचारी है। प्रार्थी का यह भी कथन है कि वर्तमान कार आर. पी. ई. 2078 जो कि बैंक के स्वामित्व की ही है और बैंक के उपयोग में आती है उसकी लागत कुछ स्वयं मैनारिया द्वारा भरी गई है और उसके हस्ताक्षर हैं इससे स्पष्ट है कि वह बैंक की ही कार का चालक रहा है और बैंक से ही उसे भुगतान किया जाता था इसलिये प्रार्थी बैंक का कर्माचारी है। यूनियन का यह भी कथन है कि कमी-2 श्री मैनारिया को शाखाओं के निरीक्षण पर जाने के बतौर खर्च 15/- रुपये अलग से दिया जाता था जिसका भुगतान स्वयं अधिकारी महोदय ने अपने टी.ए. बिल में उसके नाम से उठाया है। यूनियन का यह भी कथन है कि मैनारिया विपक्षी बैंक में ड्राइवर के पद पर 10 जून 1987 से कार्य करता रहा है और उसे अस्थायी कर्माचारी के तौर पर वेतन दिया जाता रहा इसलिये यूनियन ने श्री मैनारिया को स्थाई करने की मांग की थी जिससे विपक्षी बैंक के सहायक मैनेजर नाराज हो गये और विपक्षी ने श्री मैनारिया को दिनांक 18-1-89 से मौखिक आदेश से सेवा मुक्त कर दिया। यूनियन का यह भी कथन है कि समझौता अधिकारी के यहां विवाद उठाया किन्तु कोई समझौता नहीं हो सका इसलिये विवाद न्यायालय के समक्ष भारत सरकार द्वारा प्रेषित किया गया है। यूनियन का यह भी कथन है कि श्री मैनारिया द्वारा 240 दिन से अधिक कार्य किया गया है परन्तु सेवा मुक्ति से पूर्व उसे एक माह का नोटिस, वेतन अथवा छुट्टी का मुआवजा नहीं दिया गया इसलिये धारा 25-एफ औद्योगिक विवाद अधिनियम

जो वाद में अधिनियम कहलायेगा के प्रावधान की उल्लंघना में सेवा समाप्त की गई है जो अर्बध है और आधारहीन है इसलिये प्रार्थी को पुनः सेवा में लिया जाकर तमाम लाभ दिलवाये जायें।

3. अप्रार्थी यूनियन ने पक्षकारान् में संशोधन करते हुए संशोधित क्लेम पेश किया जिसमें तथ्य वही हैं अतः उसकी पुनरावृत्ति किये जाने की आवश्यकता नहीं है।

4. विपक्षी ने जवाब पेश किया और उनका बयान है कि स्टेटमेंट आफ क्लेम श्री रणजीत जैन, सचिव, राजस्थान बैंक एम्प्लॉईज यूनियन, उदयपुर द्वारा हस्ताक्षरित कर प्रेषित किया गया है जबकि वाद बिन्दु में कही भी यूनियन का उल्लेख नहीं है इसलिये रणजीत जैन द्वारा प्रस्तुत क्लेम चलने योग्य नहीं है। विपक्षी का यह भी अभिकथन है कि श्री मैनारिया को जो वेतन का चुकाया किया गया है वह सहायक महाप्रबंधक द्वारा अपनी ओर से किया गया है और यह भी कहीं नहीं दर्शाया कि श्री मैनारिया को बैंक की ओर से नियुक्त किया गया है। इस प्रकार श्री मैनारिया धारा 2(एस) अधिनियम के अन्तर्गत श्रमिक की परिभाषा में नहीं आता है और न ही विवाद औद्योगिक विवाद की परिभाषा में आता है इसलिये यह वाद चलने योग्य नहीं है और निरस्त किये जाने योग्य है। यह भी अभिकथन है कि प्रार्थी और बैंक के बीच कोई नियोजक व नियोजित का संबंध नहीं है इसलिये क्लेम खारिज किया जाये। विपक्षी का यह भी अभिकथन है कि बैंक नियमानुसार क्षेत्रीय प्रबंधक व सहायक महाप्रबंधक जो भी इस पद पर कार्यरत होता है, को बैंक द्वारा कार उपलब्ध करवाई जाती है, इस कार को चलाने का दायित्व स्वयं अधिकारी का होता है। ऐसी कार पर बैंक द्वारा कोई चालक नियुक्त नहीं होता ऐसे अधिकारी इस कार को बैंक के कार्य व अपने निजी कार्यों में ले सकते हैं। कार के व्यक्तिगत उपयोग के लिये बैंक को 100/- रुपये प्रतिमाह ऐसे अधिकारी द्वारा देय होता है। यदि कोई अधिकारी स्वयं की सुविधा के लिये कार चलाने हेतु ड्राइवर रखता भी है तो बैंक द्वारा ऐसे अधिकारी को निश्चित राशि का पुनः-भरण किया जाता है यदि ज्यादा खर्च किया गया हो तो स्वतः अधिकारी को ही भुगतना पड़ता है। इस राशि में समय-समय पर परिवर्तन किया गया है इसलिये उस ड्राइवर से जिसे किसी अधिकारी ने व्यक्तिगत स्तर पर रखा गया है, कोई मालिक मजदूर का संबंध नहीं है और वह अधिकारी का निजी मामला है। केवल लॉग बुक भरने से ही कोई बैंक का कर्मचारी नहीं हो जाता है। इसलिये पक्षकारान् में नियोजक व नियोजित के संबंध नहीं हैं और न यह सेवा समाप्ति धारा 2(ओ) अधिनियम के अन्तर्गत की गई है इसलिये छंटनी की परिभाषा में नहीं आती है अतः क्लेम खारिज किया जाये।

5. प्रार्थी ने अपना क्लेम साबित करने के लिये अपना स्वयं का शपथ पत्र पेश किया है और डब्ल्यू-1 से डब्ल्यू-6

दस्तावेज पेश किये हैं। विपक्षी की ओर से श्री भैरू लाल शर्मा का शपथ पत्र पेश हुआ है और प्रदर्श एम-1 से एम-4 दस्तावेज पेश किये गये। वह सब सुनी गई पत्रावली को अवलोकन किया गया।

6. प्रार्थी के विद्वान प्रतिनिधि श्री जे. एल. श्राह का तर्क है कि प्रार्थी को बैंक की कार सं. आर.आर. वाई. 6582 व आर.पी.ई. 2078 पर सहायक प्रबंधक बैंक आफ राजस्थान लि. उदयपुर द्वारा चालक के कार्य हेतु 10-6-87 से रखा था परन्तु उसकी सेवायें 18-1-89 को समाप्त की गई जबकि उसने 240 दिन से अधिक कार्य किया है परन्तु उसे एक माह का नोटिस, नोटिस पे अथवा छंटनी मुआवजा नहीं दिया गया इसलिये उसकी सेवा धारा 25-एफ. अधिनियम की उल्लंघना में समाप्त की गई है। यह भी तर्क है कि प्रार्थी ने बैंक की कार पर कार्य किया है और बैंक से ही सहायक प्रबंधक के जरिये उसकी तन्ख्वाह मिलती थी और कार्य भी बैंक का ही होता था इसलिये प्रार्थी बैंक का ही कर्मचारी है इसलिये उसकी सेवायें धारा 25-एफ. की उल्लंघना में समाप्त की गई हैं जो अर्बध है इसलिये उसे पुनः सेवा में लिया जाये व तमाम लाभ भी दिलवाये जायें।

7. प्रार्थी के विद्वान प्रतिनिधि ने अपने इन तर्कों के समर्थन में 1995 एल.एल.एन. 665 (मान. केरला उच्च न्या.) केरला स्टेट कोयल कार्पोरेशन लि. बनाम औद्योगिक न्यायाधिकरण व राजस्थान उच्च न्यायालय के निर्णय दिनांक 6-3-95 रिट सं. 185/94 व हुसैनी बाई बनाम अल्थाफ़ वट्टी 1978-II एल.एल.एन. 276 को पेश किया है।

8. विपक्षी के विद्वान प्रतिनिधि श्री केवलराम जी का जवाब में कहना है कि बैंक द्वारा सहायक महाप्रबंधक को बैंक की कार पर निजी चालक रखने के लिए एक निश्चित राशि दी जाती थी और वह ड्राइवर बैंक की कार पर सहायक महाप्रबंधक को निजी ड्राइवर होता था और बैंक द्वारा उसे कोई तन्ख्वाह नहीं दी जाती थी इसलिए बैंक व प्रार्थी राम नाथ मैनारिया के बीच में नियोजक व नियोजित के कोई संबंध नहीं थे इसलिए क्लेम खारिज किया जावे। इस तर्क के समर्थन में उन्होंने ए०आई०आर० 1978 (एस०सी) पेज 481 पंजाब नेशनल बैंक व० गुलाम वस्तगोर को पेश किया है।

9. मेरे विचार में विपक्षी के विद्वान प्रतिनिधि के तर्कों में काफी सार प्रतीत होता है। विपक्षी के साक्ष्य श्री श्री भैरूलाल के शपथ पत्र के पैरा सं० 3 में कथन है कि "गाड़ी नं० आर०आर०वाई० 6582 जो मुझे अलाट थी उस पर बैंक द्वारा कोई भी ड्राइवर नियोजित नहीं था और न ही नियोजित होने की आवश्यकता थी। क्योंकि यह गाड़ी मुझे इसी शर्त पर अलाट हुई थी कि उसे मैं स्वयं चलाऊंगा एवं यदि मुझे ड्राइवर की आवश्यकता हो तो मैं अपना निजी आदमी जब जब जरूरत पड़े, रखूंगा और बैंक इस संबंध में मुझे एक निश्चित धनराशि तक बैंक के नियमा-

तुम्हारे पुर्नभरण करेगा। यदि यह राशि कम पाई जाती है तो उतनी ही राशि बैंक पुर्नभरण करेगी और यदि ज्यादा होती है तो मैं स्वयं ही देता था। इस संबंध में पुर्नभरण की राशि पूर्व में 450/प्रतिमाह तक थी। इस संबंध द्वारा सर्कूलर 26-10-82 को निकाला गया वह प्रदर्श एम-1 है। और इसमें संशोधन हुआ है वह सर्कूलर 4-12-89 प्रदर्श एम-2 है।

10. मेरे विचार में विपक्षी के साक्षी की इस साक्ष्य को नहीं मानने का कोई कारण नहीं है। दूसरे विपक्षी की साक्ष्य का समर्थन प्रदर्श एम-1 व एम-2 परिपत्रों से होता है जिसमें सहायक महाप्रबन्धक को बैंक की कार प्रयोग करने की स्वीकृति दी गई है और यह भी स्वीकृति दी गई है कि वह उस पर अपना निजी ड्राइवर रख सके और एक निश्चित राशि उसको बतौर भत्ता दी जायेगी जो वह ड्राइवर को अदा करेंगे। अगर वे स्वीकृत राशि से कम अदा करेंगे तो उतनी ही राशि बैंक से प्राप्त करेंगे जितनी कि वह निजी ड्राइवर को अदा करते हैं और अगर स्वीकृत राशि से अधिक अदा करेंगे तो उनको उतनी ही राशि मिलेगी जो बैंक द्वारा निश्चित की गई है। इस प्रकार मेरी लाल शर्मा के शपथ पत्र व प्रदर्श एम-1 व एम-2 से यह स्पष्ट होता है कि सहायक महाप्रबन्धक को कार नं० आर०आर०वाई 6582 आर०पी०ई 2078 अलॉट की गई थी जिसपर सहायक प्रबन्धक का ड्राइवर रखने पर निश्चित राशि अवी जाती थी जो राशि सहायक महाप्रबन्धक बैंक से प्राप्त करके ड्राइवर को अदा करते थे। राम नाथ का प्रतिपरीक्षण में कथन है कि मेरी बैंक रजिस्टर में हाजिरी नहीं लगती थी मुझे आर०एम० साहब ने रखा था, मुझे कोई नियुक्ति पत्र नहीं दिया गया राम नाथ को प्रतिपरीक्षण में यह भी कथन है कि उसका साक्षात्कार हुआ था वह बैंक के लिए हुआ था या स्वयं के लिए यह उसे मालूम नहीं। इस प्रकार प्रार्थी के प्रतिपरीक्षण से यह स्पष्ट हो जाता है कि उसकी बैंक में कोई हाजिरी नहीं लगती थी जब उसकी हाजिरी नहीं लगती थी तो विपक्षी के साक्षी मेरुलाल का कथन कि उसने अपना निजी ड्राइवर बैंक की कार पर रखा था, स्पष्ट और सही हो जाता है। इसलिए प्रार्थी का यह कथन कि वह बैंक का ड्राइवर था, का खण्डन होता है और यह माने जाने योग्य नहीं है। दूसरे जब प्रार्थी को विपक्षी द्वारा स्वयं तन्खाह दी जाती थी जो कि उसे बैंक की ओर से बतौर भत्ते के रूप में मिलती थी तो यह कैसे कहा जा सकता है कि वह (प्रार्थी) बैंक के कन्ट्रोल व सुपरवीजन में काम करता था परन्तु वह विपक्षी सहायक महाप्रबन्धक के कन्ट्रोल व सुपरवीजन में कार्य करता था इसलिए उसे बैंक का कर्मचारी नहीं कहा जा सकता। तीसरे पक्षकारान के शपथ पत्र पत्रों व प्रदर्श डब्ल्यू-1 से डब्ल्यू-6 से यह स्पष्ट है कि यह कार बैंक की थी और बैंक ही इसका रख रखाव का खर्चा देती थी परन्तु इन दोनों तथ्यों से भी प्रार्थी प्रार्थी बैंक का कर्मचारी नहीं हो जाता क्योंकि न तो बैंक ने उसे भर्ती किया था और न ही उसे तन्खाह देती थी परन्तु वह सहायक महा-

प्रबन्धक को भत्ता देती थी जो वह प्रार्थी की तन्खाह के रूप में अदा करता था। इसलिए वह बैंक का कर्मचारी नहीं था और न ही बैंक का कोई कन्ट्रोल उसपर था। चौथे केवल लॉग बुक धभरे जाने से ही प्रार्थी को बैंक का कर्मचारी नहीं कहा जा सकता क्योंकि बैंक द्वारा न तो भर्ती की गई है व न ही उसके नियोजन में वह था। मेरे इस विचार का समर्थन ए०आई०आर० 1978 (एस०सी०) 481 (सुपरा) से होता है जिसमें भी इस प्रकरण से मिलते जुलते तथ्य थे। माननीय न्यायाधिवक्तियों ने निम्नलिखित विनिश्चय किया है:

“Area Manager of Nationalised Bank given personal allowance by bank to enable him to employ personal driver of his own—Jeep which the driver was to drive, its petrol and oil requirements and maintenance, all fell within the financial responsibility of the bank—Absence of material however, to make out that the driver was employed by the bank was under its direction and control, was paid his salary by the bank and otherwise was included in the army of employees in the establishment of the bank—No evidence to show circumvention of any statute—Held that the conclusion that the driver was employed by the bank was erroneous.”

अतः बैंक की कार होने से, बैंक द्वारा रख रखाव करने से भी प्रार्थी राम नाथ बैंक का कर्मचारी नहीं होता परन्तु वह सहायक महाप्रबन्धक का ही निजी ड्राइवर था। इसलिए बैंक व कर्मचारी के मध्य नियोजक व नियोजित के संबंध स्थापित नहीं होते और जब ये संबंध स्थापित नहीं होते तो प्रार्थी श्रमिक को परिभाषा में नहीं आता और इसे बैंक द्वारा की गई छंटी नहीं कहा जा सकता तो औद्योगिक विवाद अधिनियम के अन्तर्गत प्रार्थी कोई विवाद उठाने व लाभ पाने का अधिकारी नहीं है।

10. 1978 IIएल०एल०एन० 276 (सुपरा) रस्से बनाने की फैक्ट्री में संविदा के आधार पर ठेकेदार द्वारा श्रमिकों को रखा गया था परन्तु माननीय न्यायाधिवक्तियों ने तथ्यों के आधार पर यह विनिश्चय किया कि इन श्रमिकों पर कन्ट्रोल व सुपरवीजन फैक्ट्री का था इसलिए वे फैक्ट्री के कर्मचारी हैं। एल०एल०एन 1995 (सुपरा) 665 में सिक्योरिटी गार्ड कम्पनी की पंजीकृत सोसायटी द्वारा दिया गया था और तथ्यों के आधार पर उनको फैक्ट्री के ही ही कर्मचारी माना गया। माननीय राजस्थान उच्च न्यायालय ने 10 वर्ष की सेवा होने पर ठेकेदार के कर्मचारी होने पर भी उन्हें नियमित करने का आदेश दिया परन्तु इस प्रकरण में ऐसे तथ्य नहीं हैं इसलिए ये तीनों निर्णय प्रकरण के तथ्यों पर प्रार्थी को कोई मदद नहीं करते।

11. अतः उपरोक्त विवेचन से प्रार्थी व विपक्षी बैंक के बीच में नियोजक व नियोजित के संबंध स्थापित नहीं होते इसलिए यह विवाद औद्योगिक विवाद अधिनियम, के अन्तर्गत नहीं आता और प्रार्थी कोई दादरसी पाने का अधिकारी नहीं है और क्लेम खारिज किया जाता है।

12. अतः प्रकरण में निम्नलिखित अर्वाइड पारित किया जाता है।

“सहायक महाप्रबन्धक बैंक ऑफ राजस्थान लि० जयपुर द्वारा श्री राम नाथ मैनारिया चालक की दिनांक 18-1-89 से सेवा समाप्त करना उचित एवं वैध है व प्रार्थी कोई दादरसी पाने का अधिकारी नहीं है।”

13. अर्वाइड आज दिनांक 21-4-97 को लिखाया जाकर सुनया गया जो केन्द्र सरकार को प्रकाशनार्थ भेजा जाए।

एस० के० बंसल, न्यायाधीश

नई दिल्ली, 28 जुलाई, 1997

का०आ० 2034:—औद्योगिक विवाद अधिनियम, 1447 (1447 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ राज० लिमिटेड, जयपुर के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-7-97 को प्राप्त हुआ था।

[संख्या एस०-12011/80/88-आई०आर० (बी०-1)]

पी०जे० माईकल, डेस्क अधिकारी

New Delhi, the 28th July, 1997

S.O. 2034.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of Rajasthan Ltd. Jaipur and their workman, which was received by the Central Government on 25-7-97.

[No. L-12011/80/88-I.R. (B-1)]

P. J. MICHAEL, Desk Officer

अनुबन्ध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर
केस नं. सी.आई.टी. 20/90

रेफरेंस:—केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश

त्रमांक एल.—12011/80/88आई.आर.बी.-1
दिनांक 16-2-89

राजस्थान बैंक एम्प्लॉईज यूनियन, जयपुर

—प्रार्थी

बनाम

ही बैंक आफ. राजस्थान लि., जयपुर

—अप्रार्थी

उपस्थित

पीटासीन अधिकारी: श्री एस. के. बंसल, आर. एच. जे. एस.
प्रार्थी की ओर से: श्री जे. एल. शाह
अप्रार्थी की ओर से: श्री आनंद पतहपुरिया
दिनांक अर्वाइड: 28-4-97

अर्वाइड

यह अधिसूचना भारत सरकार के श्रम मंत्रालय द्वारा निम्नलिखित विवादित बिन्दु का निर्णय करने हेतु प्रेषित की गई है:

“क्या बैंक आफ. राजस्थान लि. में प्रबंधतंत्र की श्री जगदीश प्रसाद मीणा, चपरासी तथा श्री चारु चन्द्र निर्मल क्लर्क/रोकड़ 9-7-1986 तथा 17-10-86 से सेवाएं समाप्त करने तथा उनके बाद नये लोगों की भर्ती, इन दोनों कर्मचारियों को औद्योगिक विवाद अधिनियम की धारा 25 एच के अन्तर्गत मौका दिये बिना, की कार्यवाही वैध तथा न्यायोचित है? यदि नहीं तो कर्मकार किस अनुतोप के हकदार हैं।”

2. यूनियन ने स्टेटमेंट आफ. क्लेम पेश किया और उनका कथन है कि श्रमिक जे. पी. मीणा को विपक्षी बैंक में नियोजित किया गया और उसने बैंक में दिनांक 1-2-83 से 10-5-83 तक कार्य किया और उसके पश्चात् उसे दुबारा 16-6-86 से 8-7-86 तक लगाया गया और उसने कुल 80 दिन कार्य किया। यूनियन का यह भी कथन है कि श्री मीणा बापू नगर शाखा में कार्यरत थे परन्तु 9-7-86 से बिना किसी कारण उसे उधुटी पर नहीं लिया गया और उसका नाम काट दिया गया जबकि उससे जूनियर व्यक्ति कार्य कर रहे थे। यूनियन का यह भी कथन है कि श्री चारु चन्द्र निर्मल को क्लर्क/क्विणियर के पद पर किशनपोल शाखा में 29-8-86 से 17-10-86 तक लगाया गया परन्तु उसकी सेवाएं 18-10-86 को नाम काटकर समाप्त कर दी गईं जो कि बिना किसी आधार के थी और यह अनुचित श्रम व्यवहार का नमूना है। यूनियन का यह भी कथन है कि उनकी सेवाएं धारा 2(00) औद्योगिक विवाद अधिनियम 1947 जो बाद में अधिनियम कहलायेगा (में छंटनी की परिभाषा में आती है और छंटनी करते हुए शास्त्री अर्वाइड की धारा 524(1), 522(4) व 522(5) का उल्लंघन किया गया है और धारा 25- जो व 25-एच अधिनियम संपादित नियम 78 की उल्लंघना में सेवा समाप्त की गई है जो कि अवैध है इसलिये प्रार्थीगण को पुनः सेवा में लिया जाये और उन्हें नमाम लाभ दिलवाये जायें।

3. विपक्षी ने जवाब पेश किया और उनका कथन है कि यूनियन को यह विवाद उठाने का कोई अधिकार नहीं है इसलिये यह वाद चलने योग्य नहीं है। विपक्षी का यह भी अभिकथन है कि इस प्रकरण में धारा 25-एच के प्रावधान लागू नहीं होते हैं क्योंकि प्रार्थीगण श्री जे. पी. मीणा व सी. सी. निर्मल की सेवाएं निश्चित समय के लिये थी जो कि समय समाप्त होते ही स्वतः ही समाप्त हो गईं और यह विवाद 7 वर्ष बाद उठाया गया है। यह भी अभिकथन है कि यह मामला धारा

2(00) (बीबी) अधिनियम की परिधि में आता है अतः धारा 25-एफ, जी व एच अधिनियम के प्रावधान लागू नहीं होते और क्लेम खारिज किये जाने योग्य है। विपक्षी का यह भी अभिकथन है कि उन्होंने शास्त्री अर्वाडों का भी कोई उल्लंघन नहीं किया अतः प्रार्थिगण का क्लेम खारिज किया जाये।

4. मुनियन की ओर से केवल जगदीश प्रसाद मीणा का शपथ पत्र पेश हुआ है और चारु चरण निर्मल ने कोई पथ पत्र पेश नहीं किया। विपक्षी की ओर से श्री जी. के. रोहिल्ला व जे. के. जैन के बयान करवाये गये हैं और दश एम-1 से एम-18 दस्तावेज पेश किये हैं। बहुत सी गद्दी पत्रावली का अवलोकन किया गया।

5. प्रार्थी के विद्वान प्रतिनिधि श्री जे. एल. शाह इस बात को स्वीकार करते हैं कि चारु चरण निर्मल ने कोई क्लेम वे प्रेस नहीं करने अतः चारु चरण द्वारा कोई शपथ पत्र पेश नहीं करने व उनके प्रतिनिधि द्वारा उनका क्लेम प्रेस नहीं करने के कारण चारु चरण का क्लेम अस्वीकार किया जाता है क्योंकि उसने यह साबित नहीं किया है कि धारा 25 एच अधिनियम या अन्य किसी नियम की उल्लंघना की गई है। अतः वह कोई दादरसी पाने का अधिकारी नहीं है।

6. प्रार्थी के विद्वान प्रतिनिधि श्री शाह का तर्क है कि बैंक ने प्रार्थी श्री जगदीश प्रसाद मीणा को सेवा मुक्त करने के पश्चात् सर्वश्री कमल किशोर सोनी व जगदीश नारायण सोनी, भवानी शंकर सोनी, विनोद सोनी, कन्हैयालाल मीणा, बाबू लाल सैन, रमेश सैन आदि को चपरासी के पद पर लगाया परन्तु प्रार्थी को कोई मौका सेवा में आने का नहीं दिया है इसलिये नियम 78 व धारा 25(एच) अधिनियम की उल्लंघन की गई है इसलिये प्रार्थी को पुनः सेवा में लिया जाये। यह भी तर्क है कि प्रार्थी शास्त्री अर्वाडों के अनुसार अस्थाई कर्मचारी की परिभाषा में आता है इसलिये प्रार्थी पुनः सेवा में लिये जाने योग्य है। प्रार्थी के विद्वान प्रतिनिधि ने इस तर्क के समर्थन में 1997 (मान. मद्रास उच्च न्यायालय) एल. एल. जे. पेज 458, आर. एल. आर. 1979 (1) पेज 636 रामचन्द्र यादव बनाम आर. एस. आर. टी. सी. बगैरह 1987 लैब. आई. सी. पेज 1369 गुजरात स्टेट मशीन टूल्स कार्पोरेशन बनाम दीपक जे. देसाई, आर. एल. आर. 1991(2) पेज 691, सूर्य प्रकाश शर्मा बनाम आर. टी. बी. बी. जयपुर बगैरह को पेश किया है।

7. विपक्षी के विद्वान प्रतिनिधि श्री आलोक फतह-पुरिया का जवाब में कथन है कि प्रार्थी की नियुक्ति निश्चित अवधि के लिये की गई थी जो कि 80 दिन के लिये थी और प्रदर्श एम-1 से एम-18 पत्रों से यह स्पष्ट होता है। इसलिये प्रकरण 2(00) (बीबी) अधिनियम के दायरे में आता है और प्रार्थी की सेवा छंटनी की 1949 GI/97-9

परिभाषा में नहीं आती इसलिये वह कोई दादरसी पाने का अधिकारी नहीं है और प्रार्थी का क्लेम खारिज किया जाये। विपक्षी के विद्वान प्रतिनिधि ने इस तर्क के समर्थन में 1996(1) सी. एल. आर. पेज 724 राजवीर सिंह बनाम जज, लेबर कोर्ट बगैरह व 1996(74) एफ. एल. आर. पेज 2239, इलाहाबाद बैंक बनाम श्री प्रेम सिंह व 1994(2) एस. सी. सी. पेज 323 एस. वेणुगोपाल बनाम डिर्बार्जन्स मैनेजर एल. आई. सी. आफ इण्डिया को पेश किया है।

8. मेरे विचार में प्रार्थी के विद्वान प्रतिनिधि के तर्क में कोई सार प्रतीत नहीं होता। विपक्षी की ओर से जी. के. रोहिल्ला व जे. के. जैन के शपथ पत्र पेश किये गये हैं। श्री जे. के. जैन ने अपने शपथ पत्र में निम्नलिखित कथन किया है :

4. जगदीश प्रसाद को मेरे कार्यालय में 16-1-86 से 8-7-86 तक के लिये नियुक्त किया गया था और उस समय बैंक शाखा के पिथोन कम फरांश श्री नरेन्द्र शर्मा का बैंक की जवाहर नगर शाखा में स्थानान्तरण हो गया था तथा किसी दूसरे पीथोन का स्थानान्तरण कर इस शाखा में नहीं भेजा गया इसलिये उस अवधि के लिये श्री जगदीश प्रसाद मीणा को मेरे द्वारा नियुक्त किया गया था।

5. यह कि जगदीश प्रसाद को नियुक्त किये जाने के लिये 16-6-86 को मैने नियुक्ति पत्र प्रदर्श एम-18 दिया था इस पर ए से बी तथा सी से डी व ई से एफ हस्ताक्षर मेरे हैं तथा जी में एच स्थान पर श्री जगदीश प्रसाद के दस्तखत कराये थे तथा नियुक्त किये जाने के समय ही उसे 8-7-86 तक के लिये नियुक्त किया गया था।

9. श्री जी. के. रोहिल्ला का शपथ पत्र के पैरा 3 में कथन है कि :

3. श्री जगदीश प्रसाद मीणा को मैने नियुक्ति पत्रों प्रदर्श एम-1 लगायत एम-17 के जरिये बक के अस्थाई कर्मचारी पिथोन कम फरांश के छुट्टी पर जाने के कारण रखा था, इनमें से प्रदर्श एम-1 लगायत एम-11 तथा एम-16 व एम-17 पर ए से बी दस्तखत जगदीश प्रसाद के हैं तथा इन पर एक्जिट एम-1 लगायत एम-17 पर सी से डी स्थान पर दस्तखत मेरे हैं। श्री जगदीश प्रसाद को जिन जिन कर्मचारियों की अनुपस्थिति के कारण समय समय पर नियुक्त किया उनका विवरण मैने नियुक्ति पत्र में नीचे लिखे पैराग्राफ ई से एफ में किया है।

10. प्रार्थी श्री जे. पी. मीणा का प्रति परीक्षण में कथन है कि वह राधेश्याम शर्मा, माजीराम सैनी, शंकर लाल जाट, जसवंत सिंह, श्रीम प्रकाश पारीक जो बक

में अपराधी चौकीदार थे उनको वह जानता है और उसे उपरोक्त व्यक्तियों के अवकाश पर जाने के कारण वर्ष 1983 में रखा हो तो उसे पता नहीं किन्तु उसने 1-2-83 से 9-5-83 तक लगातार कार्य किया था। इस प्रकार प्रार्थी ने विपक्षी के इस कथन को कि उसको कर्मचारियों के अवकाश पर जाने के कारण रखा गया था, से अज्ञानता प्रकट की है इसलिये प्रार्थी का शपथ पत्र विपक्षी के शपथ पत्र का खण्डन नहीं करता इसलिये प्रार्थी के शपथ पत्र का कोई प्रभाव नहीं है। दूसरे प्रार्थी ने अपने प्रति परीक्षण में स्वीकार किया है प्रदर्श एम-1 से एम-11 देखे हैं उन पर ए से बी उसके हस्ताक्षर हैं, एम-17 देखा उस पर भी उसके हस्ताक्षर हैं। एम-16 पर भी उसके हस्ताक्षर उसने स्वीकार किये हैं। एम-12, 13, 14, 15 नियुक्ति पत्र हैं जो उसे नहीं मिले इस प्रकार प्रार्थी ने एम-1 से एम-11, 16 व 17 पर अपने हस्ताक्षर होना स्वीकार किया है और अन्य पर अपने हस्ताक्षर से स्पष्ट तौर से इन्कार तो नहीं किया है परन्तु इनके बारे में कोई कथन भी नहीं किया है। इन परिस्थितियों में विपक्षी द्वारा पेश किये गये प्रदर्श एम-1 से एम-18 दस्तावेज जे. के. जैन व जी. के. रोहिण्टा के बयानों से साबित होते हैं और ये साबित होता है कि जे. पी. मीणा को प्रदर्श एम-1 से एम-17 नियुक्ति पत्रों से स्थाई कर्मचारी के छुट्टी पर जाने पर रखा गया और इन पर जगदीश प्रसाद के भी हस्ताक्षर हैं। यह भी जे. के. जैन के बयानों से साबित होता है कि प्रार्थी को 16-6-86 से 8-7-86 के लिये बैंक शाखा के पीओन कम फर्राश श्री नरेन्द्र शर्मा जवाहर नगर शाखा में स्थानान्तरण हो जाने के कारण और दूसरे पीओन के नहीं आने के कारण नियुक्त किया गया था जिसका नियुक्ति पत्र एम-18 है जिस पर जगदीश प्रसाद मीणा के हस्ताक्षर हैं। इस प्रकार यह साबित होता है कि प्रार्थी जगदीश प्रसाद को 1-2-83 से 10-5-83 तक प्रदर्श एम-1 से एम-17 के जरिये व 10-6-86 से 8-7-86 तक प्रदर्श एम-18 के जरिये निश्चित समय के लिये रखा गया था और उसमें यह अंकित किया गया कि निश्चित समय समाप्त होने पर स्वतः ही सेवाएं समाप्त हो जाएंगी। इस प्रकार प्रार्थी को संविदा के आधार पर रखा गया और संविदा समाप्त होते ही उसकी सेवाएं स्वतः ही समाप्त होगई। इस प्रकार प्रार्थी का प्रकरण धारा 2(OO) (बीबी) के दायरे में आता है जिसको छंटनी नहीं कहा जा सकता और जब इसको छंटनी नहीं कहा जा सकता तब प्रार्थी धारा 25-एच अधिनियम का कोई लाभ भी पाने का अधिकारी नहीं है। प्रार्थी की अगर छंटनी की गई हो, इसलिए धारा 25-एच अधिनियम का लाभ पाने का प्रार्थी अधिकारी नहीं है। दूसरे जगदीश प्रसाद को अपने शपथ पत्र के पैरा नं. 2 में कमल किशोर सोनी को पीओन के पद पर लगाया गया और पैरा नं. 5 में भवानी शंकर सोनी, विनोद सोनी, कन्हैया लाल मीणा, बाबू लाल सैन व रमेश सैन आदि को पीओन के कार्य पर लगाया गया का कथन किया है, इन कथनों में ऐसा कहीं साबित नहीं

होता कि जो व्यक्ति लगाये गये हैं वे पीओन कम फर्राश के पद पर लगाये गये हैं जब कि प्रार्थी को वर्ष 1986 में पीओन कम फर्राश के पद पर लगाया गया है। धारा 25-एच के अनुसार उसी संवर्ग में बाद भी नियुक्ति होनी चाहिये। इस प्रकार बाद में जो नियुक्ति होनी कही जाती है वह उस संवर्ग में साबित नहीं होती इसलिये भी धारा 25-एच का लाभ प्रार्थी पाने का अधिकारी नहीं है। प्रार्थी के विरुद्ध प्रतिनिधि द्वारा जो उपरोक्त निर्णय पेश किये गये हैं उनमें छंटनी किये गये श्रमिकों पर धारा 25-एच लागू की गई थी जबकि इस प्रकरण में छंटनी किया जाना साबित नहीं होता इसलिये प्रार्थी द्वारा पेश किये गये निर्णय इस प्रकरण के तथ्यों पर लागू नहीं होते और श्रमिकों को कोई मदद नहीं करते। दूसरे शास्त्री अवाध के समझौते का भी इस पर कोई प्रभाव नहीं है क्योंकि प्रार्थी की छंटनी नहीं की गई है। अतः प्रार्थी को धारा 25-एच के अन्तर्गत दुबारा सेवा के लिये निमंत्रण नहीं देना उचित व बंध है और प्रार्थी कोई दादरसी पाने का अधिकारी नहीं है।

11. अतः प्रकरण में निम्नलिखित अवाध पारित किया जाता है :

“बैंक ऑफ़ राजस्थान के प्रबंधन द्वारा श्रमिक जे. पी. मीणा को सेवा मुक्त किया जाना व उसकी सेवा मुक्ति के बाद अन्य व्यक्तियों को भर्ती करने से पहले श्रमिक को धारा 25-एच अधिनियम के अन्तर्गत सेवा का मौका न दिया जाना उचित एवं बंध है। और श्रमिक कोई दादरसी पाने का अधिकारी नहीं है। श्रमिक चारू चरण निर्मल ने अपना क्लेम साबित नहीं किया है और उसके प्रतिनिधि ने उसका क्लेम प्रैस नहीं करना स्वीकार किया है अतः श्रमिक चारू चरण निर्मल भी कोई दादरसी पाने का अधिकारी नहीं है।”

12. अवाध आज दिनांक 28-4-97 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रकाशनार्थ भेजा जावे।

एम. के. बंसल, न्यायाधीश

नई दिल्ली, 28 जुलाई, 1997

का. आ. 2035.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ बीकानेर एंड जयपुर, जयपुर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-7-97 को प्राप्त हुआ था।

[संख्या एल-12011/9/89-आई.आर. (बी-3)]

पी. जे. माईकल, बैस्क अधिकारी

New Delhi, the 28th July, 1997

S.O. 2035.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S. B. of Bikaner and Jaipur and their workman, which was received by the Central Government on 25-7-97.

[No. L-12011/9/89-I.R. (B-3)]
P. J. MICHAEL, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर
केस नं० सी० आई० टी० 70/89

रैफरेंस: केन्द्र सरकार, श्रम मंत्रालय का आदेश त्रमांक
एल-12011/9/89 आई० आर० (बी 3) दिनांक
13-7-89

राजस्थान बैंक एम्प्लॉईज यूनियन, जयपुर ।

—प्रार्थी

बनाम

महाप्रबंधक, स्टेट बैंक ऑफ़, बीकानेर एंड जयपुर, तिलकमार्ग
जयपुर ।

—अप्रार्थी

उपस्थित

पीठासीन अधिकारी : श्री एस० के० बंसल,

आर० एच० जे० एस०

प्रार्थी की ओर से श्री टी० एन० टण्डन
अप्रार्थी की ओर से श्री अनुराग अग्रवाल
दिनांक प्रकाश 17-4-1997

प्रवाद

यह अधिसूचना केन्द्रीय सरकार के श्रम मंत्रालय द्वारा
निम्नलिखित विवादित बिन्दु का निर्णय करने के लिए प्रेषित
की गई है :

"Whether the action of the management of State Bank of Bikaner and Jaipur, Jaipur in terminating the services of the below mentioned workman w.e.f. the date mentioned against each and thereafter employing fresh workmen without giving an opportunity to the retrenched workmen to offer themselves for fresh employment in accordance with Section 25-H of the I.D. Act, 1947 is just and legal? If not to what relief are the workers concerned entitled?"

1. Sh. Mithu Singh WM(Asing-Bhilwara) 1-2-86
2. Sh. Prabhulal Sain W.M. Kharigram Gulabpura 31-10-84
3. Sh. Ganesh Narain Joshi Peon Jodhpur 19-11-87

2. प्रार्थिगण की ओर से राजस्थान बैंक एम्प्लॉईज यूनियन ने दिनांक 24-1-90 को स्टेटमेंट ऑफ़ क्लेम पेश किया और उसके पश्चात् मिठू सिंह व प्रभुलाल सैन दोनों (जिन्हें बाद में प्रार्थिगण संबोधित किया जायेगा) ने स्टेटमेंट ऑफ़ क्लेम पेश किया और क्लेम में उनका कथन है कि बैंक को प्रश्रिया के अनुसूप जो कि स्टेटमेंट ऑफ़ क्लेम में बताया गया है, मिठू सिंह को चौकीदार के पद पर 80 दिन के लिए सितम्बर 1985 से जनवरी 1986 तक आसिन्ध जिला भीलवाड़ा शाखा में व प्रभुलाल सैन को चपरासी के पद पर 8-9-84 से 30-10-84 तक खारग्राम मुलाबपुरा जिला भीलवाड़ा में नियुक्ति दी और प्रार्थिगण ने कार्य किया और इन दोनों की सेवा समाप्त व छंटनी का कोई औचित्य नहीं था और इन दोनों कर्मचारियों की सेवा समाप्त के पश्चात् भी और व्यक्तियों को सेवा में नियुक्ति दी गई। प्रार्थिगण का यह भी कथन है कि इन कर्मचारियों की सेवा समाप्त की गई तब वे कनिष्ठ नहीं थे और उनसे कनिष्ठ व्यक्तियों को सेवा में रहने दिया गया। बैंक का यह कृत्य ब गैर कानूनी है इसलिए प्रार्थिगण को धारा 25-जी व एच औद्योगिक विवाद अधिनियम, 1947 (जो बाद में अधिनियम कहलायेगा) एवं शास्त्री प्रवाचन के मद सं० 493, 495, 507, 516, 519, 522 व 522 संपटित मद सं० 20.7 व 20.8 की उल्लंघना के कारण पुनः सेवा में लिया जावे व उन्हें इस आधार पर मिलने वाले सभी लाभ भी दिलवाये जायें।

3. विपक्षी ने यूनियन के क्लेम का जबाब पेश किया और उसके पश्चात् दोनों प्रार्थिगण के स्टेटमेंट ऑफ़ क्लेम का जबाब पेश किया। विपक्षी का कथन है कि प्रार्थिगण को धारा 2(00) (बीबी) अधिनियम के अन्तर्गत निश्चित अवधि के लिए निश्चित कार्य के लिए लगाया गया था जिस अवधि के बाद उनकी सेवाएं स्वतः ही समाप्त हो गई। अतः प्रार्थिगण कोई राहत पाने के अधिकारी हैं और क्लेम खारोज किया जावे।

4. प्रार्थिगण की ओर से श्री मिठूलाल व श्री प्रभुलाल सैन के शपथ पत्र प्रस्तुत हुए हैं। श्री गणेश नारायण जोशी की ओर से कोई शपथ पत्र पेश नहीं किया गया है। प्रभुलाल सैन चूंकि प्रति परीक्षण के लिए उपस्थित नहीं हुए अतः उनके शपथ पत्र का भी कोई महत्व नहीं रह जाता। विपक्षी की ओर से श्री लक्ष्मण बैरवा का शपथ पत्र पेश हुआ है जिस पर प्रार्थी ने प्रतिपेक्षण किया। बहस पुनो गई पत्रावली का अवलोकन किया गया।

5. प्रार्थी के विद्वान प्रतिनिधि श्री टी० एन० टण्डन का तर्क है कि प्रार्थी श्री मिठू सिंह जो बैंक में सितम्बर 1985 से जनवरी 1986 तक 80 दिन के लिए कार्य किया जो कि बैंक शाखा के प्रबंधक द्वारा लिये गये प्रमाण पत्र से सिद्ध होता है और उसके पश्चात् प्रार्थी से कनिष्ठ व्यक्ति कार्य करते रहे और उनको नहीं हटाया गया इसलिए धारा 25-जी व नियम 77 की उल्लंघना की गई है और प्रार्थी से कनिष्ठ व्यक्ति कार्य करते रहे और उसे सेवा से हटा दिया गया धारा इसलिए धारा 25-एच व नियम 78 का भी उल्लंघन किया गया है। इसलिए प्रार्थी को पुनः सवेतन सेवा में लिया जाये।

प्रार्थी के विद्वान प्रतिनिधि का यह भी तर्क है कि बाबूलाल जी कि प्रार्थी से कनिष्ठ था वह प्रार्थी को हटाये जाने के बाद भी कार्य करता रहा और उसको बाद में किस कारण से हटाया गया यह बताना प्रार्थी का कर्तव्य नहीं है इसलिए यह माना जाना चाहिये कि उससे कनिष्ठ व्यक्ति कार्य करता रहा और धारा 25-जी अधिनियम की उल्लंघना साबित है।

6. विपक्षी के विद्वान प्रतिनिधि श्री अनुराग अग्रवाल का जवाब में कहना है कि प्रार्थी से कनिष्ठ कोई भी व्यक्ति इस समय बैंक में कार्य नहीं कर रहा है और प्रार्थी स्वयं ने इस बात को स्वीकार किया है कि बाबू सिंह को हटा दिया गया है इसलिए प्रार्थी से कोई कनिष्ठ व्यक्ति कार्य नहीं कर रहा है और न ही बाद में किसी को लगाया गया है इसलिए प्रार्थी को दुबारा नौकरी पर लिये जाने का प्रश्न ही पैदा नहीं होता। इसलिए किसी भी कानून की उल्लंघना नहीं की गई है व क्लेम खारिज किये जाने योग्य है।

7. मेरे विचार में प्रार्थी के विद्वान प्रतिनिधि के तर्कों में कोई सार प्रतीत नहीं होता। इस प्रकरण में प्रभुलाल सैन की ओर से शपथ पत्र पेश किया गया है परन्तु वह प्रतिपरीक्षण के लिए उपस्थित नहीं हुआ और गणेश नारायण जोशी भी उपस्थित नहीं हुए न ही उनका कोई शपथ पत्र पेश किया गया है। इसलिए प्रभुलाल सैन के शपथ पत्र का कोई महत्व नहीं रह जाता व यह माना जायेगा कि उसका कोई साक्ष्य पत्रावली पर नहीं है। चूंकि प्रभुलाल सैन व गणेश नारायण जोशी का कोई-साक्ष्य पत्रावली पर नहीं है इसलिए वे अपना क्लेम सिद्ध करने में असमर्थ रहे हैं। इसलिए ये दोनों व्यक्ति कोई दादरसी पाने के अधिकारी नहीं हैं।

8. मिट्ठू सिंह का शपथ पत्र के पैरा सं. 1 में कथन है कि उसने चौकीदार के पद पर सितम्बर 1985 से जनवरी 1986 तक 80 दिन विपक्षी बैंक में कार्य किया। ऐसा ही स्टेट बैंक ऑफ बीकानेर एंड जयपुर शाखा आसिन्द जिला भीलवाड़ा के शाखा प्रबंधक द्वारा प्रमाण पत्र दिया गया है जिसके अनुसार उसने 80 दिन कार्य किया और अन्य दस्तावेज जो पेश किये गये हैं वे शिक्षा व आयु से संबंधित हैं। अतः यह तथ्य स्वीकृतशुदा हो जाता है कि प्रार्थी मिट्ठू सिंह ने सितम्बर, 1985 से जनवरी 1986 तक विपक्षी बैंक की आसिन्द शाखा जिला भीलवाड़ा में 80 दिन कार्य किया। मिट्ठू सिंह का प्रतिपरीक्षण में कथन है कि उसने बैंक में 80 दिन कार्य किया था कैलाश चन्द्र व बाबू सिंह उससे जूनियर थे जो उसे हटाने के समय कार्य कर रहे थे। बाद में उनको भी हटा दिया गया। इस प्रकार प्रार्थी मिट्ठू सिंह के शपथ पत्र से स्पष्ट यह हो जाता है और साबित हो जाता है कि उससे कनिष्ठ व्यक्ति कैलाश चन्द्र व बाबू सिंह को भी बाद में हटा दिया गया। इस प्रकार कोई भी उससे कनिष्ठ व्यक्ति अब बैंक में कार्य नहीं कर रहा है। लक्ष्मण बैरवा का शपथ पत्र के पैरा 10 में कथन है कि "यह गलत है कि विपक्षी बैंक में स्थाई कार्य को कराने के लिए अस्थायी नियुक्तियां करने की प्रथा हो। यह भी गलत है कि विपक्षी बैंक स्थाई पद पर अस्थायी रूप से 80 दिन के लिए नियुक्ति देते हों व उसकी अवधि समाप्ति पर पुनः उसी पद पर नई "नियुक्ति देते हो।"

अतः लक्ष्मण बैरवा के शपथ पत्र के पैरा सं. 17 से यह साबित होता है प्रार्थीगण को सेवा समाप्ति के पश्चात् किसी अन्य व्यक्ति को उनके स्थान पर नियुक्ति नहीं दी गई। इस प्रकार कोई भी कनिष्ठ व्यक्ति इस समय बैंक में कार्य नहीं कर रहा है। इस प्रकार जब तक बैंक में कोई कनिष्ठ व्यक्ति कार्य नहीं कर रहा है। तो प्रार्थीगण धारा 25-जी व नियम 77 की उल्लंघना साबित करने में असमर्थ रहे हैं। दूसरे धारा 25-जी के बारे में कोई अधिसूचना भारत सरकार द्वारा प्राप्त नहीं हुई इसलिए 25-जी के प्रावधान पर विचार नहीं किया जा सकता। यह अधिसूचना धारा 25 एच अधिनियम के संबंध में है। प्रार्थी के शपथ पत्र में ऐसा कहीं नहीं है कि उसको सेवा समाप्ति के पश्चात् अन्य व्यक्तियों को नियुक्त दी गई और उसे सेवा करने का मौका नहीं दिया गया इसलिए धारा 25-एच अधिनियम की उल्लंघना साबित नहीं होती। चौथे प्रार्थी मिट्ठू सिंह का शपथ पत्र के पैरा 5 में केवल यह कथन है कि अन्य व्यक्तियों को उसकी सेवा समाप्ति के पश्चात् नियुक्ति दी गई परन्तु उसे सेवा का मौका नहीं दिया गया यह पैरा अस्पष्ट है। प्रार्थी को यह स्पष्ट तौर पर बताना चाहिये था कि किन व्यक्तियों को नियुक्ति दी गई। इसलिए ऐसे अस्पष्ट कथनों के आधार पर यह नहीं कहा जा सकता कि प्रार्थी जैसा कार्य करता था वैसे ही कार्य पर अन्य व्यक्तियों को नियुक्ति दी गई। इसलिए प्रार्थी के शपथ पत्र से धारा 25-एच की उल्लंघना साबित नहीं होती। लक्ष्मण बैरवा के शपथ पत्र से स्पष्ट तौर से यह साबित होता है कि प्रार्थीगण की सेवा समाप्ति के पश्चात् किसी अन्य को नियुक्ति नहीं दी गई इस प्रकार जब नियुक्ति नहीं दी गई तो प्रार्थीगण को पुनः सेवा में बुलाने का व अवसर देने का प्रश्न ही पैदा नहीं होता इसलिए प्रार्थीगण यह साबित करने में असमर्थ रहे हैं कि धारा 25-एच अधिनियम की उल्लंघना विपक्षी द्वारा की गई है। इसलिए मिट्ठू सिंह व प्रभुलाल सैन व गणेश नारायण जोशी की सेवाएं जो समाप्त की गई हैं उचित व वैध हैं व प्रार्थीगण कोई दादरसी पाने के अधिकारी नहीं हैं।

9. अतः प्रकरण में निम्नलिखित अवार्ड पारित किया जाता है :

"स्टेट बैंक ऑफ बीकानेर एवं जयपुर के व्यवस्थापक द्वारा सर्वश्री मिट्ठू सिंह प्रभुलाल सैन व गणेश नारायण जोशी को धारा 25-एच अधिनियम के अन्तर्गत पुनः सेवा में आमंत्रित नहीं करना उचित एवं वैध है। प्रार्थीगण कोई दादरसी पाने के अधिकारी नहीं हैं।"

10. अवार्ड आज दिनांक 17-4-97 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रकाशनार्थ भेजा जावे।"

एस. के. बंसल न्यायाधीश

नई दिल्ली, 28 जुलाई, 1997

का०आ० 2036.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ राजस्थान लि०, कोटा के प्रबंधन के संबंध निम्नलिखित सौर उनके कर्मचारियों के बीच, अनुबंध में

निविष्ट केन्द्रीय औद्योगिक विवाद में औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-7-97 को प्राप्त हुआ था।

[संख्या एल 12012/4/89 आई० आर० (बी-1)]

पी० जे० माईकल, ईस्क अधिकारी

New Delhi, the 28th July, 1997

S.O. 2036.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank of Rajasthan Ltd. Jaipur and their workman, which was received by the Central Government on 25-7-97.

[No. L-12012/4/89-I.R. (B-I)]

P. J. MICHAEL, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं० सी० आई० टी० 104/1989

रिप्रेजेंट : केन्द्र सरकार, श्रम मंत्रालय नई दिल्ली का आवेदन
न.मांक एल 12012/4/89/आई० आर० (बैक 1)
दिनांक 6-10-89

श्री दामोदर दयाल

—प्राथी

बनाम

बैंक ऑफ राजस्थान लि० कोटा।

—अप्राथी

उपस्थित

पीठासीन अधिकारी श्री एस० के० बंसल, आर०एच०जे०एस०
प्राथी की ओर से : कोई हाजिर नहीं
अप्राथी की ओर से : श्री केवलराम जी
दिनांक प्रकाश : 31-3-1997

प्रवाद

इस प्रकरण में निम्नलिखित अधिसूचना भारत सरकार द्वारा निर्णय के लिए प्रेषित की गई है :-

“Whether action of the management of the Bank of Rajasthan Ltd. Kota in terminating services of Shri Damodar Dayal w.e.f. 18-8-85 is justified? If not, what relief the workman is entitled to?”

2. प्राथी ने स्टेटमेंट ऑफ क्लेम पेश किया और उसका कथन है कि प्राथी श्रमिक बैंक ऑफ राजस्थान लि० कोटा में बतौर सपरासी कार्यरत था और उसने विपक्षी बैंक की विभिन्न शाखाओं में विभिन्न समय कार्य किया जिसका विवरण निम्नानुसार है :

25-5-84 से 1-12-84	रामपुरा, कोटा
4-12-84 से 13-1-85	जे० के० नगर, कोटा
14-1-85 से 19-1-85	श्रीरामनगर, कोटा

21-1-85 से 14-3-85	रामपुरा, कोटा
29-3-85 से 7-5-85	रामपुरा, कोटा
27-4-85 से 7-5-85	रामपुरा, कोटा
27-5-85 से 17-8-85	श्री रामनगर, कोटा

3. प्राथी का यह कथन है कि उसने एक वर्ष की अवधि में 240 दिवस से अधिक कार्य किया और विपक्षी ने उसको स्थाई लाभों से वंचित रखने के लिए बीच बीच में कार्य करने नहीं दिया और दिनांक 18-8-85 को अवैध रूप से उसे सेवा मुक्त कर दिया जबकि उसका वेतन बतौर अंशकालीन सपरासी 450/- रुपये मासिक था। प्राथी का यह कथन है कि सेवा मुक्ति से पूर्व उसे कोई नोटिस, अथवा छंटनी का मुआवजा नहीं दिया गया इसलिए सेवा मुक्ति अवैध है। प्राथी का यह कथन है कि सेवा मुक्ति के समय कनिष्ठ एवं स्रिफ्ट का ध्यान नहीं रखा गया और अब भी कनिष्ठ व्यक्ति विपक्षी में है। प्राथी का यह भी कथन है कि उसकी सेवा मुक्ति औद्योगिक विवाद अधिनियम, 1947 (जिसे बाद में अधिनियम कहा जायेगा) के प्रावधानों की उल्लंघना की गई है इसलिए प्राथी को सेवा मुक्ति क्षति से पूर्ण वेतन सहित सेवा में बहाल किया जाये और उसको मुकदमे का खर्च भी दिलाया जावे।

4. विपक्षी ने जवाब पेश किया और उसका अभिकथन है कि विपक्षी संस्थान की कई शाखाएँ हैं एवं प्राथी ने अपने क्लेम में स्पष्ट दक्षिणा है कि राम नगर रामपुरा व जे.के. नगर शाखाओं में उसने कार्य किया है और प्रत्येक शाखा का मैनेजर ही नियोजक है तथा किसी भी मैनेजर को पकड़कर नहीं बनाया गया है इसलिए यह कद इसी आधार पर चलने योग्य नहीं है और निरस्त किये जाने योग्य है। अप्राथी का यह भी कथन है कि प्राथी को अंशकालीन फर्गस के पद पर निम्नित अधिक के लिए रखा गया था इसलिए अधिनियम के अन्तर्गत वह कोई लाभ प्राप्त करने का अधिकारी नहीं है और निरस्त किये जाने योग्य है। विपक्षी का यह भी कथन है कि प्राथी ने जिन शाखाओं में समय-समय पर कार्य किया उसका वर्णन निम्न प्रकार है :

ए- श्री रामनगर शाखा कोटा में :

1. 14-1-85 से 19-1-85 तक =	6 दिन
2. 28-5-85 से 17-8-85 तक =	82 दिन—88 दिन

बी- जे.के. नगर शाखा कोटा में :

1. 4-12-84 से 31-12-84 तक =	28 दिन
2. 1-1-85 से 5-1-85 तक =	5 दिन—33 दिन

सी- कोटा सिटी रामपुरा बाजार =

1. 28-5-84 से 25-7-84 तक =	59 दिन
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विपक्षी का यह भी कथन है कि प्राथी ने किसी भी वर्ष में किसी भी शाखा में 240 दिन कार्य नहीं किया तथा अधिक की सेवा समाप्ति सेवा शर्तों के अनुसार हुई है इसलिए प्राथी कोई लाभ पाने का अधिकारी नहीं है।

5. विपक्षी का यह भी अधिकथन है कि 19-10-66 को मैकिंग कम्पनीज और उनके श्रमिकों के बीच ससस्तीता हुआ था जिसके अनुसार बैंक को अस्थाई श्रमिक रखने का अधिकारी है। इसलिए क्लेम खारिज किया जाये।

6. प्रार्थी ने जवाबल जबाब पेश किया और उसका अधिकथन है कि प्रार्थी ने 240 दिन से अधिक कार्य किया है। प्रार्थी का यह भी कथन है कि उसकी सेवा मुक्ति किये जाने के बाद विपक्षी ने कई लोगों को प्रार्थी के समान कार्य पर नियोजित किया है उनमें एक श्री राधेश्याम पंवार है जिसे पत्र सं. राज. बैंक/के. का. का. /31/एफटी/13982/90 दिनांक 19-11-90 द्वारा नियुक्ति दी गई है। प्रार्थी का यह भी कथन है कि उसकी सेवा मुक्ति के पश्चात् विपक्षी ने अधीनस्थ वर्ग में विपक्षी के यहाँ पूर्व में अस्थाई रूप से कार्य कर चुके पूर्णकालीन व अंशकालीन कर्मचारियों को स्थाई सेवा में नियोजित करने हेतु विज्ञापन निकाले थे जो 28-2-90 एवं 12-4-90 को समाचारपत्रों में प्रकाशित हुए जिनकी फोटोप्रतिलिपियाँ प्रस्तुत हैं और उसको साक्षात्कार के लिए बुलाया गया था तथा उसका साक्षात्कार हुआ भी था परन्तु उसे नियोजित नहीं किया गया। प्रार्थी ने नियोजित करने के लिए पत्र भी लिखे किन्तु कोई ध्यान नहीं दिया गया और उसे यह कहा गया कि न्यायाधिकरण में उसका मुकदमा संबन्धित होने के कारण उसको नियोजित नहीं किया गया है।

7. प्रार्थी ने अपना क्लेम साबित करने के लिये अपना शपथ पत्र पेश किया है जिसपर विपक्षी ने प्रति परीक्षण किया। प्रार्थी ने दस्तावेजी साक्ष्य में प्रदर्श डब्ल्यू-1 से डब्ल्यू-9 दस्तावेज पेश किये हैं। इनके खण्डन में विपक्षी की ओर से श्री भगवत सिंह मेहता व श्री मदन लाल लूना के साथ शपथ पत्र प्रस्तुत हुए हैं जिसपर प्रार्थी ने प्रति-परीक्षण किया व विपक्षी की ओर से प्रदर्श एम-1 से एम-7 दस्तावेज प्रस्तुत किया गया है। प्रार्थी की ओर से बहस के रोज कोई उपस्थित नहीं हुआ इसलिए विपक्षी के प्रतिनिधि की बहस सुनी गई व पत्रावली का अवलोकन किया गया।

8. विपक्षी के विद्वान प्रतिनिधि श्री केवलराम का तर्क है कि इस प्रकरण में प्रार्थी द्वारा जो तीन बैंक की शाखाओं में कार्य करने का विवरण दिया गया है वह तीनों ही अलग अलग हैं और इन तीनों ही शाखाओं में मैनेजर भी, जो कि नियोजक हैं, अलग अलग हैं तथा बैंक कम्पनीज व श्रमिकों के बीच 19-10-1966 के समझौते की शर्त सं. 20. 7 व 20. 8 के अनुसार विपक्षी को अस्थाई कर्मचारी रखने का अधिकारी है इसलिए किसी भी शाखा में प्रार्थी ने 240 दिन कार्य नहीं किया इसलिए प्रार्थी का कोई क्लेम नहीं बनता है। यह भी तर्क है कि प्रार्थी ने तीनों शाखाओं में केवल 180 दिन ही कार्य किया है जो कि विपक्षी के शपथ पत्रों से साबित होता है। यह भी तर्क है कि प्रार्थी ने जो अन्य हाज़रिया डाक रजिस्टर व साधारण रजिस्टर में बताया है वह बाद में बनाये हुए हैं इसलिए उनका कोई आधार

नहीं है। यह भी तर्क है कि प्रार्थी को जो नियुक्तियाँ दी गई हैं वह प्रदर्श-एम-2 से एम-5 के अनुसार निश्चित समय के लिए दी गई हैं इसलिए प्रार्थी का प्रकरण धारा 2(00) (बी बी) अधिनियम के अन्तर्गत आता है और प्रार्थी की सेवा मुक्ति को छूटनी की परिभाषा में नहीं माना जा सकता। इसलिए भी प्रकरण खारिज किये जाने योग्य है। विपक्षी के विद्वान प्रतिनिधि ने इस तर्क के समर्थन में एफ.एल.आर. 1994 1681 पेज 433 (एस. सी.) एम. वेणुगोपाल बनाम डिवीजनल मैनेजर एल.आई.सी. ऑफ इंडिया व एल.एल.एन. 1996 (एस.सी.) पेज 296 राज्य सरकार बनाम रामेश्वरलाल गहलोत के न्याय निर्णय पेश किए हैं।

9. मेरे विचार में विपक्षी के विद्वान प्रतिनिधि के तर्कों में काफी सार प्रतीत होता है। विपक्षी की साक्ष्य भागवत सिंह मेहता को शपथ पत्र के पैरा सं. 3 में कथन है कि :

पैरा सं. 3-यह कि प्रार्थी श्री दामोदर दयाल ने बैंक की जिन शाखाओं में अस्थाई अंशकालीन चपरासी (स्थाई कर्मचारी के छुट्टी चसे जाने के एवज में) के रूप में कार्य किया उसका ब्योरा निम्न प्रकार है :

(अ) श्री रामनगर शाखा कोटा में :—

1. 14-1-85 से 19-1-85 तक	6 दिन
2. 28-5-85 से 17-8-85 तक	82 दिन
कुल	88 दिन

(ब) जे.के. नगर शाखा कोटा शाखा में :

1. 4-12-84 से 31-12-84 तक	28 दिन
2. 1-1-85 से 5-1-85 तक	5 दिन
कुल	33 दिन

(स) कोटा सिटीरामपुरा शाखा में :

1. 28-5-84 से 25-7-84 तक	59 दिन
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इस प्रकार प्रार्थी ने कुल 180 दिवस तक बैंक में अस्थाई अंशकालीन चपरासी के रूप में कार्य किया एवं उपरोक्त दिवसों के अतिरिक्त प्रार्थी ने बैंक में कोई कार्य नहीं किया तथा न ही बैंक द्वारा प्रार्थी को नियुक्ति पत्र दिया गया।

श्री मदन लाल लूना ने भी श्री भगवत सिंह के शपथ पत्र का समर्थन किया है। मेरे विचार में इन दोनों शपथ पत्रों को नहीं मानने का कोई कारण नहीं है। दूसरे इन शपथ पत्रों का समर्थन प्रार्थी द्वारा प्रस्तुत प्रदर्श डब्ल्यू-6 डब्ल्यू-7 डब्ल्यू-8 व डब्ल्यू-9 प्रमाण पत्रों से होता है जिसमें कार्य की समयावधि दिखाई गई है। तीसरे विपक्षी द्वारा पेश किए गये दस्तावेजात प्रदर्श एम-1 से एम-5 से भी उनके कथनों का समर्थन होता है। इन परिस्थितियों में प्रार्थी के इस शपथ पत्र का कि उसने 240 दिन से अधिक भिन्न भिन्न शाखाओं में कार्य किया माने जाने योग्य नहीं है।

है। दूसरे भगवत सिंह मेहता के शपथ पत्र में यह भी साबित होता है कि उसने भिन्न-भिन्न तारीखों में डाक रजिस्टर में हस्ताक्षर किये परन्तु उस दिन कार्य नहीं किया। इस तथ्य पर कोई प्रतिपरीक्षण भी नहीं किया गया है और न ही प्रार्थी ने अपने शपथ पत्र में इस बारे में कोई तथ्य वर्णित किया है। तीसरे प्रार्थी का प्रतिपरीक्षण में कथन है कि उसे बेतन पूरा मिल गया इस प्रकार जब उसको पूरा वेतन मिल गया और जिस घरसे उसने कार्य नहीं किया उसके वेतन के लिए न तो कोई रिकार्ड तलब करवाया गया और न ही कोई ऐसी साक्ष्य पेश की जिससे यह साबित हो कि उसने 180 दिन के अलावा भी कार्य किया। इसलिए प्रार्थी का यह कथन कि उसने 240 दिन से अधिक कार्य किया है, माने जाने योग्य नहीं है। अतः विपक्षी के सर्वश्री भगवत सिंह मेहता एवं मदन लाल लूना के शपथ पत्रों से यह प्रदर्श डब्ल्यू-6, 7, 8 व 9 प्रमाण पत्रों एवं प्रदर्श एम-1 से एम-5 दस्तावेजात से यह साबित होता है कि प्रार्थी ने विपक्षी के यहूशों श्री राम नगर शाखा कोटा में 88 दिन, जे० के० नगर शाखा कोटा में 33 दिन व कोटा सिटी रामपुरा बाजार शाखा में 59 दिन अर्थात् कुल 180 दिन कार्य किया है न कि 240 दिन। इस प्रकार प्रार्थी का प्रकरण धारा 25-एफ अधिनियम की परिभाषा में नहीं आता है इसलिए प्रार्थी कोई बलेस पाने का अधिकारी नहीं है। विपक्षी की साक्ष्य के मुकाबले में प्रार्थी द्वारा प्रस्तुत साक्ष्य को नहीं माना जा सकता। प्रदर्श डब्ल्यू-1 व डब्ल्यू-2 समावार पत्र में निकाली गई सूचनाएं हैं, प्रदर्श डब्ल्यू-3 साक्षात्कार के लिए पत्र है, प्रदर्श डब्ल्यू-4 उसी के संबंध में एक अन्य पत्र है; डब्ल्यू-5 पावती रसीद है और ये दस्तावेजात भी विपक्षी की साक्ष्य का खण्डन नहीं करते इसलिए प्रार्थी को इनसे कोई मदद नहीं मिलती।

10. विपक्षी के साक्षी श्री मदन लाल लूना के कथनों से व प्रदर्श एम-1 से एम-5 दस्तावेजों से यह साबित होता है कि प्रार्थी को श्री राम नगर जे०के० नगर, कोटा सिटी दानपुरा बाजार शाखा में निश्चित अवधि के लिए अस्थायी तौर पर प्रदर्श एम-6, विपक्षी श्रमिकों के बीच समझौते के अनुसार नियुक्ति दी गई। इस प्रकार प्रार्थी की नियुक्ति श्री राम नगर, जे०के० नगर व कोटा रामपुरा बाजार शाखा में निश्चित अवधि के लिए अस्थायी तौर पर की गई थी। मेरे विचार में निश्चित अवधि समाप्त होने पर उसकी सेवा स्वतः ही समाप्त हो गई इसलिए प्रार्थी का प्रकरण धारा 2(00) (बीबी) के दायरे में आता है। इसलिए इस सेवा समाप्ति को छंटनी नहीं कहा जा सकता। इसलिए प्रार्थी की सेवा मुक्ति छंटनी ही नहीं है तो प्रार्थी कोई दादरसी प्राप्त करने का अधिकारी नहीं है। चूंकि प्रार्थी को कोई छंटनी नहीं की गई इसलिए प्रार्थी का प्रकरण धारा 25-जी या 25-एच के दायरों में भी नहीं आता है क्योंकि धारा 25-जी व एच में आने के लिए छंटनी का होना आवश्यक है इसलिए प्रार्थी कोई लाभ प्राप्त करने का अधिकारी नहीं है।

11. अतः प्रकरण में यह अवार्ड पारित किया जाता है कि व्यवस्थापक बैंक ऑफ राजस्थान लि० कोटा द्वारा श्री दामोदर दयाल की दिनांक 18-8-85 से सेवा समाप्त करना उचित व वैध है और प्रार्थी कोई दादरसी पाने का अधिकारी नहीं है।

12. अवार्ड आज दिनांक 31-3-97 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केन्द्र सरकार केन्द्र को प्रकाशनाथ नियमानुसार भेजा जावे।

एस० के० बंसल, न्यायाधीश

नई दिल्ली, 1 अगस्त, 1997

का० आ० 2037:--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ए०एन०जेड० ग्रिडलेस बैंक के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, 2 मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-8-97 को प्राप्त हुआ था।

[संख्या एल-12011/3/93-आई०आर० (बी-1)]

पी०जे० माईकल, डेस्क अधिकारी

New Delhi, the 1st August, 1997

S.O. 2037.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of ANZ Grindlays Bank and their workman, which was received by the Central Government on 1-8-97.

[No. L-12011/3/93-IR (B-1)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer

Reference No. CGIT-2/47 of 1993

Alongwith

Reference No. CGIT-2/26 of 1995

Employers in relation to the Management of ANZ Grindlays Bank.

AND

Their Workmen

APPEARANCES :

For the Employer.—Mr. P. K. Relc Representative.

For the Workmen.—Mr. P. N. Subramanyan, Representative.

Mumbai, dated 30th June, 1997

AWARD

The Government of India Ministry of Labour by its Order No. L-12011/3/93-I.R. B.L., dated 18-3-93, had referred to the following Industrial Dispute for adjudication :

"Whether the demand of the Grindlays Bank Emp. Union for regularising 43 temporary workmen as mentioned in Annex 'A' is justified. If so, to what relief the workmen are entitled to?"

41. Shri Govind Laxman Phople
42. Shri R. C. Waghela
43. Shri Hariish Krishna Poojari.

ANNEXURE 'B'

1. Shri N. M. Rathod
2. Shri C. A. Pendurkar
3. Shri Ratnakar C. Poojari.

The Government of India Ministry of Labour by its Order No. L-12011/3/93-IR (B-I) dated 21-2-93 had referred to the following Industrial Dispute for adjudication :—

"Whether the action of the management of ANZ Grindlays Bank Plc in terminating the services of the undermentioned workmen without adopting any procedure is legal and justified. If not, to what relief the workmen are entitled to?"

ANNEXURE 'A'

1. Shri Ganesh Y. Bane
2. Shri Madhukar P. Mhatre
3. Shri G. K. Solanki
4. Shri S. U. Parmar
5. Shri M. P. Jadhav
6. Shri Ashok M. Barot
7. Shri Chandra R. Poojary
8. Shri Virendra Pyarelal Balmiki
9. Shri Anant H. Barve
10. Shri Laxman D. Dalphale
11. Rajendra Waman Mungerkar
12. Shri Rambhuvan R. Kahar
13. Shri S. Vishwanathan
14. Shri Nihal Babuji Misrilal
15. Shri Devidas S. Gotpahal
16. Shri Chetan Barot
17. Shri Madhukar S. Paradhi
18. Shri Krishna Bahadur Thappa
19. Mrs. Venu Laxman Waikar
20. Shri Sunil Madhurkar More
21. Shri Uttam Kedarnath Sharma
22. Shri Indradhwaj Devidutt Pandey
23. Shri Balwant Dattaji Patil
24. Shri S. S. Pawar
25. Shri Prabhunath Mistrilal Dhiwar
26. Shri Ravindra P. Rathwadkar
27. Shri Vikar Dhanaji Chirnekar
28. Shri Satish S. Sawant
29. Shri Eknath S. Parab
30. Shri S. B. Kahar
31. Shri M. K. Waghela
32. Shri P. P. Waghela
33. Shri Kailas Tribhuvan Kahar
34. Shri Dilip S. Mane
35. Shri Ankush S. Mayekar
36. Shri Prashant K. Chandane
37. Shri Ashok K. Kanchan
38. Shri Hemchandra S. Sawant
39. Shri Govind L. Ambre
40. Shri Ramprasad K. Sharma

Shri Ganesh Y. Bane; Madhukar P. Mhatre; G. K. Solanki; S. U. Parmar; M. P. Jadhav; Ashok M. Barot; Anant (Alias Anand H. Barve); Hariish K. Poojari; Rajendra Waman Mungerkar; S. Vishwanathan; Nihal Babuji Misrilal; Chetan Barot; Krishna Bahadur Thappa; Balwant Dattaji Patil; S. S. Pawar; Ravindra P. Rathwadkar; Vikas Dhanaji Chirbekar; Eknath S. Parab; M. K. Waghela; D. P. Waghela; Dilip S. Mane; Ankush S. Mayekar; Prashant K. Chandane; Ashok K. Kanchan; Hemchandra; S. Sawant; Ramprasad K. Sharma; R. C. Waghela.

3. The union filed apurshis Ex-35 stating that in Reference No. 26 of 1995 and in this reference, the parties are the same. The documents on which the parties are relying are the same. It is also submitted that the documents which are produced by the bank and the union are common in both those references. Therefore, they should be heard together. The bank had no objection for the same. To avoid the repetition I incline to dispose off both these references by common Judgment. I may mention it here that the evidence and most of the documents are produced in Reference No. 47 of 1993.

4. The General Secretary of the Grindlays Bank employees union by name P. N. Subramanyan filed a statement of claim at Exhibit-3 in respect of Reference No. 47 of 1993. The union submits that ANZ Grindlays Bank, Plc (herein after referred to as the Bank) is registered as the banking company. The service conditions of the workmen of the bank are governed by Shastri Award (1953), Desai Award (1962), Bipartite Settlement (1-5), Bank wise settlements, National Industrial Tribunal Award (1985) and Conciliation Settlement dated 12th June, 1968. The National Industrial Tribunal Award which was delivered by Justice Tulphule deals with maintenance of workmen's staff strength and increase in the same keeping with growth in business.

5. Till the year 1973 there was a system of leave reserve. Hence the bank did not appoint temporary employees. Then there was an appointment as probationers. But after publication of Justice Tulphule's Award to avoid its implication the bank started revolving to multiple unfair labour practices to avoid engaging sub-staff as the permanent employees.

6. Paragraph-508 of the Shastri Award gives classification of employees. It deals with part time employees, probationers, temporary employees and part time employees. However, since 1985 the employer bank on a large scale started engaging employees in subordinate cadre on ad-hoc monthly payment which is not provided under the Award or the settlements. They were not given

letter of appointment no attendance registers were maintained and remuneration was paid at lower rates and the same was generally paid to the debit of different revenue accounts except salary paid account of the bank. It introduced the system of temporary appointment in the sub-staff cadre. The nature of duties and the jobs carried out by the temporary employees are identical, the same as those performed by the permanent employees. Those temporary employees were denied all benefits of a permanent employees and are paid at a far less rates.

7. It is submitted that under the terms of the conciliation settlement dated 12-7-68 the employer bank could engage temporary employees only in the leave vacancy caused in the post/job of the sweeper and telephone operators and in all other categories of workmen even such kind of appointment is not permissible. Even in the case of sweeper or telephone operator on permanent posts falling vacant the bank is restrained from appointing temporary employees. However, the bank has agreed to maintain leave reserved which means permanent employees alone would be posted to perform the duties being performed by permanent employees, when, they are on leave.

8. The temporary employees in this reference are performing the permanent jobs in the banks branches at Bombay. They are performing identically the same type of job without any variation. So far as the nature of the job is concerned. As a matter of fact almost all of them have been employed in the permanent post falling vacant due to retirement, leaving of the employment, promotion etc. Each of these employees have worked more than 240 days in 12 months. The union addressed the letter to Assistant Labour Commissioner on 5/6/92 (Ex-17) contending that they should be absorbed in the bank. In that letter it is shown how they have completed 240 days. It is further pleaded that it is accepted public policy under the Industrial Employment Standing Orders Act and the Model Standing Order Clause-IV(B) which gives right to an employees who worked for 190 days and 240 days in different type of establishment as per their capacities to be regularised.

9. The union submits that since the year 1987-88 in the Bombay branches of the employer bank not less than 70 permanent post of subordinate staff fell vacant and nearly 20 new permanent jobs arose with the expansion of business and the additional floor space occupied for that purpose. About hundred persons were engaged for a period of two months and above which clearly speaks of availability of the posts. Now the bank had followed the system of engaging persons only for a period of two months. The bank appointed 18 persons in November, 1993. In those 18 persons 14 were

from Schedule 'A' of the reference. It is submitted that even though all temporary employees were deliberately deprived of the status of permanent employees all of sudden the bank appointed Lot-tankar and Jitekar as the permanent employee in the subordinate staff category effective from January, 1994.

10. The first Bi-partite Settlement dated 19-10-66 in paragraph-20.7 defines temporary employees and paragraph-20.8 prescribed the condition that when the person is appointed as temporary employees in a permanent vacancy such appointment should not exceed a period of three months during which period the bank shall make arrangement for filling of the vacancy. Under such circumstances as these workmen have employed for a period more than what was required under clause 20.8 and the nature of work carried by them is of permanent employee they have to be absorbed. It is asserted that the bank has been employing watchman as a permanent employee of the bank. There are about 35 posts of watchman from the different branches of the bank. But now the bank is resorting to the policy to not filling posts and engaging the contract labour for that job.

11. The union contended that when the dispute was pending for Conciliation in 1992 in August, 1992 it was noticed that the bank was preparing attendance registers of the temporary employees from the year 1989. The union wrote a letter to that effect to the Regional authority on 21st August, 1992. The bank did not reply to the same.

12. It is averred on that point of time, union lodged an agitation for regularisation of the service of the temporary employees and espoused the various unfair labour practices of the bank. There was a correspondence between the bank and the union. The bank then paid difference of wages and bonus to some of the temporary employees but it was not as per the rules and all other facilities were not given to these workmen.

13. The union asserted that the work carried out by the temporary employees is the same like that of a permanent employees. It is therefore, on the principles of equal wage for equal work they are entitled to same wages like that of regular employees. The bank had paid such wages to temporary employees who were engaged for two months in calendar year. The bank had made payments under the head of arrears of wages up to 14-8-92 in the case of fifteen employees and for different period for seven employees and denied proper payment to 24 employees. Almost same is the position with regard to the payment of bonus.

14. The union pleaded that three workmen mentioned in the Annex. 'B' were illegally terminated. N. M. Rathod worked for 263 days between 1-11-89 and 21-7-90 as a cleaner at M. G. Road branch. In this period for 195 days he was paid at the rate of Rs. 750/- per month and for remaining period at the rate of a permanent employee. C.A. Pendurkar worked for 292 days out of these days for 223 days he was paid at the rate of Rs. 750/- and for the remaining days at the rate of permanent employees. With regard to Ratnakar Poojary he worked for 275 days at Mint Road, he was paid for entire period at the rate of Rs. 800/- per month. Rathod, Pendurkar and Poojary were terminated on 22-7-90, 7-4-90 and 1-1-93 respectively. It is averred that this amounts to retrenchment. It is submitted that the bank did not comply with the provisions of section 25 of the Industrial Disputes Act of 1947 (herein after called as the Act).

15. In August 1985 the staff strength was 3287. The bank had reduced the strength to 2800. The business of the bank in 1990 was Rs. 1833.60 crores, and increased to Rs. 4462.30 in 1993. But the strength of the workmen was decreased from 2912 to 2800.

16. While raising an Industrial Dispute before the Assistant Labour Commissioner the union raised a dispute not only in respect of these 46 workmen included in Annexure 'A' and 'B' but there were many more. There were other for workmen in Annexure 'B' and 147 in Annexure 'C' of their letter. But, their claim was not referred to the Tribunal for adjudication. Because they did not complete 240 days work in 12 months preceding the date of the termination of their service.

17. The bank absorbed fourteen workmen which are at Serial Nos. 7, 8, 10, 15, 17, 19, 20, 21, 22, 25, 28, 30, 39 and 41, of the Annexure 'A', in April/May, 1993. Their absorption is not on the basis of the seniority but as per the wish of the bank. The three workmen mentioned in the Annexure 'B' were terminated prior to appointment of these fourteen employees. The Industrial Dispute was raised before concerned officer in September, 1991. When the proceedings were in progress the bank terminated the services of all employees in April, 1992 except R. R. Kahar and K. T. Kahar. The conciliation officer could not do anything in the matter except sending failure report to the ministry. It is therefore, the union has to raise another dispute in respect of 27 workmen whose services were illegally terminated and for the consequential reliefs. The talk ended in failure. The Assistant Labour Commissioner send his report on which another reference was made, bearing No. 26 of 1995.

18. The union pleaded that the bank had practiced unfair labour practice as contemplated under item 10 of schedule-V of the Act. It is pleaded that he bank had also done many other illegalities towards the workman.

19. The union confined the reference in respect of fourteen workmen who were absorbed to the effect of their confirmation with retrospective date that is after completion of six months service in the bank by respective workmen, payment of wages and bonus, benefit of natural increment, and all other consequential benefits including seniority.

20. So far as Rambhuvan Kahar and Kailash Tribhuvan Kahar who are at serial Nos. 12 and 33 in addition to their right in confirmation in service of the bank as a permanent employee has to be adjudicated.

21. So far as the remaining 27 workmen are concerned they are entitled for absorption, payment for proper wage and bonus, payment of natural increments, grant of leave medical aid and confirmation as a permanent employee of the bank as on 13-8-1992.

22. The union prayed for the same reliefs in respect of the workman mention in Annex 'B' of the reference.

23. The bank resisted the claim by the written statement Exhibit-6. It is submitted that determination of staff strength is a management function. Further in terms of provisions of para-20.7 of the Bipartite settlement the bank is entitled to employ temporary workman for a limited period of work which is essentially of a temporary nature and he is employed temporary as an additional workman in connection with temporary increase in work of a permanent nature and also includes the workmen other than the workmen who is appointed in a temporary vacancy caused by the permanent workmen. As mentioned above it is only the purpose of carrying on with the temporary increase in the work load these temporary employees were employed in the bank during various intermittent period. The workmen listed in Annex 'A' and 'B' have been engaged under these paragraphs at various times for various period and there cannot be vested right

on the part of any workmen to permanent employment. It is therefore, they are not entitled to absorption.

24. On 24-8-92 bank putup a notice calling for application for the purpose of recruiting some employees in a subordinate cadre in the post of sweeper-cum-peon at its Branch in Western India. In response to this advertisement apart from other aspirant except few from Annex 'A' and Pandurkar from Annex 'B' the rest of the workman responded by making an application. The 18 were selected and appointed from 21st May and some from 22nd May 1993. There are fourteen workmen from Annex 'A' which were appointed. In view of the same, consideration for amount that these temporary workmen do possess in entitlement under law for consideration while making appointment, the Principles of "first to go, first to be absorbed" is not applicable.

25. On or about 6th August 1992 the union resorted to intimidatory tactics during course of agitation and prevented all the temporary workers from reporting work in the bank. Hari Kahar and M. L. Jahdave were dismissed for assaulting other temporary servants and departmental inquiry is pending against Surthi Kothari. The police complaint was also made. Now the union again say that the bank terminated their service. Even if the management were to terminate their services on account of lack of necessity their names had to be kept on the rolls only on account of the pendency of the conciliation proceeding on that point of time.

26. The bank denied that it terminated services of all employees. It is averred that Rambhuvan Kahar Sr. No. 12 of Annex 'A' resorted to unathical tactics, was discontinued after following relevant provision of the Act from 20-5-1994.

27. The bank contended that the fourteen workers were paid proper wages and bonus. The issues raised by the union regarding them in paragraph-12 and 13 of the statement of claim is not governed by the terms of the reference and it is beyond the scope of jurisdiction of the Tribunal. It is denied that the bank resorted to unfair labour practice. It is denied that on each scale it appointed temporary staff on Ad-hoc basis. It is asserted that there is no violation of the Awards, Bipartite settlements. It is submitted that the settlement dated 12th July 1968 has been terminated and does not

exist. It is superseded by the settlement dated 27-12-1978 signed before the Regional Labour Commissioner Bhawe (Ex.-IV).

28. The bank asserted that the appointments made by it are legal. It is averred that the appointments of Balasundaram and that of S. N. Jadhav had not concern with the terms of the reference. It is pleaded that the union has made out no case and no case exists for justification for granting of reliefs as prayed.

29. The union filed its rejoinder at Ex-9. It is pleaded that the bank violated National Award given by Dr. Justice Tulphule. It is pleaded that the permanent sub-staff was 220 in 1985 in Bombay region. It came down to 190 in 1988 and as on 1st July 1995. It further came down to 154. During the year 1989-1992 in the permanent vacancies the bank employed about 60 sub-staff who worked continuously for year together in the same place. It also employed about 150 sub-staff as the temporary employees. In relation to this Industrial Dispute the Government of India passed two orders. One is concerning 46 workmen and the other order conveys the refusal of the Government to refer the case of 152 workmen to the Tribunal for adjudication, on the ground they have not completed 240 days service over a period of twelve months.

30. The union submits that the reliefs sought by it are to be treated as incidental for the purpose of adjudication as contemplated under section 10 of the Act. It is averred that the bank therefore with contractor labourers, obstructed entry of these employees from 14th August, 1992. It denied that the settlement dated 12-7-68 was superseded by another settlement dated 27-12-78. It is averred that the implied condition of the bank that those who have completed 240 days had to undergo the process of recruitment is without merit. It is submitted that the contentions raised by the bank which are contrary to the claim of the union are denied.

31. The General Secretary of the Grindlays Bank employees union filed a statement of claim at Exhibit-2, in Reference No. 26 of 1995. Almost all the claim which is made in the earlier reference which I have narrated above are stated in it. It is not necessary to repeat it again.

32. The union pleaded that when this reference was ordered the bank preferred a writ petition bearing No. 1192 of 1992 before the High Court of Bombay contending that in substance this reference is similar to the reference pending before the Tribunal and therefore it should be quashed. When the matter came for hearing the Division Bench allowed the bank to withdraw the writ petition.

33. The union had given details of 27 employees relating to their service period and the date of the termination. It is averred that each of them have continuously worked for 240 days in a calendar year before their termination. The same facts were submitted by the union to the Regional Labour Commissioner Bombay and the bank did not controvert it by facts nor the management produced the record with regard to the periods these workmen were employed by them. The union also claimed bonus and wages of these workmen as per the regular employees. The bank in their letter to the Secretary, Government of India dated 6-9-1993 admitted that it had terminated the services of the workmen, but without disclosing the names and other relevant facts.

34. The union prayed that the workmen be reinstated in service with continuity, full back wages and other consequential benefits of the service conditions including seniority in service counted from initial date of employment together with annual increments, payment of bonus etc.

35. The bank resisted the claim by the Written statement Exhibit-4. It gave a detailed history how these two references were sent for adjudication. It is averred that the second order of reference is fairly illegal and that it is bad in law. In that it amounts to interfering with and/off modification of the order of reference which is already the subject matter of reference No. 47 of 1993 which in effect of suspending, cancelling/withdrawing the order of reference dated 18-5-1993. It is therefore, submitted that the order to that effect may be passed.

36. The union filed a rejoinder at Ex-6. It is averred that the bank writ petition was not admitted. Therefore it is to be said that contentions taken in the writ petition are rejected. It is therefore prayed that the Tribunal may reject the written statement of the bank.

37. The bank later on filed additional written statement at Exhibit-7, as the earlier was only on preliminary issue. The union had on objection to record it. The bank had taken almost the same objections which it had taken in the earlier reference. It is pleaded that discontinuance of temporary employment under clause-20.7 of the first Bi-partite settlement dated 19-19-66 between various banks and their unions does not constitute retrenchment as defined under Section 2(oo) of the Act being excluded under sub-clause (bb) thereof and as such the present reference ought to be rejected on this ground alone.

38. The bank stated that in the case of temporary workmen the application of principles under section 25(H) of the Act cannot arise. If it applies then it is for temporary vacancies and not for other jobs. It is averred that the question of regularisation/absorption will arise if there are posts and vacancies. It is also submitted that the periodical employment and discontinuance of such employment of the temporary workmen and/or their voluntary abandonment of service can by no stretch of imagination constitute retrenchment.

39. The bank did not admit the correctness of information given in paragraph-11 of Statement of claim in respect of each employees regarding their working days, wages and last date of work. For all these reasons it is prayed that they are not entitled to any of the reliefs as claimed.

40. The union filed a rejoinder at Ex-8. It is pleaded that these employees were not appointed as alleged by the bank, but were appointed in the permanent post falling vacant due to retirement and other natural wastages. It is averred that not a single workman who were participating in the demonstration ~~was~~ stayed away from the work. It is denied that they abandoned the service. It is further submitted that the bank is required to maintain the register of employment and other records in clause-62 of the Bombay Shops and Establishment Act of 1948 read with Rule 20 of the Maharashtra Shops and Establishment Rule-1961 but the employer bank deliberately violated these legal provisions with the sole motive to leave no evidence of the employment of the concerned workmen covered under this reference as well as other reference bearing No. 47 of 1993 pending before the Tribunal.

41. The issues that fall for my consideration and my findings thereon are as follows :

Issues	Findings
1. Whether the reference No. 47 of 1993 covers substantially the same issues which are referred in Ref. No. 26 of 1995?	No
2. If yes, whether the Reference No. 26 of 1995 is maintainable?	Does not survive.
3. Whether the demand of the Union for regularising 43 (Now. 27) temporary workmen mentioned in Annex. 'A' is justified?	Yes.
4. If yes, what relief?	As per order.
5. What relief the 14 employees who are already regularised are entitled to?	No
6. Whether the action of the bank in terminating the service of the workmen indicated in Annex. 'B' is legal and justified?	No
7. Whether the demand of the union for their regularisation in banks service is justified?	Yes.

8. Whether the action of the bank in terminating the services of 27 workers without adopting any procedure is legal and justified? No.

9. If not what relief the workmen are entitled to? As per the Award.

REASONS

42. The union had examined 36 witnesses which includes 30 workmen, Sybramanyan, the Secretary and six employees of the bank. As against that the bank examined in all fourteen witnesses, some of them are officers, some of them are the witness on the point that the workmen are gainfully employed after their services was terminated. The parties have also filed different documents on the record to substantiate their claim. They relate to the correspondence between them, the letters written to the Regional Labour Commissioner by the Secretary to the Ministry and the copies of the earlier proceedings between the parties.

43. The Reference No. 47 of 1993 is regarding regularisation of 43 employees as mentioned in Schedule 'A'. The later reference that is No. 26 of 1995 deals with termination of service of 27 workmen and its lawfulness. Basically the word regularisation and illegal termination gives different meaning. The record speaks that the union wanted to include the dispute of the 27 workmen who were illegally terminated in the first reference itself. But the bank opposed for the same. Ultimately the Government choose to refer the dispute of the 27 workmen to the Tribunal by another reference.

44. The bank filed writ petition No. 1192 of 1995 before the High Court of Bombay contending that in substance the Reference No. 26 of 1995 is similar to the other references with regard to the demand of regularisation in service of the bank of 46 workmen and seeking quashing of the Government order of the present reference pending before the Tribunal. When the matter came for hearing their Lordships allowed the bank to withdraw the petition. It is tried to argue that as the petition is withdrawn it has to be accepted that there is no substance in the claim made by the bank in the writ petition. It is therefore, the contention raised by the bank before the Tribunal in the written statement is to be rejected. I do not find any merit in it. There is no record to show that on which ground the writ petition was withdrawn. But it is common knowledge the parties are allowed to withdraw the writ petition with a liberty to raise the claim before the concerned Tribunal or the courts. Here the bank had chosen to raise the dispute before the Tribunal. It is very clear from the terms of reference itself that the two references are distinct, but the workmen involved in it are the same. The reliefs which are likely to be granted are definitely different. Under such circumstances I do not find any merit in the contention raised by the bank that in substance the later reference is similar to that of an earlier reference and therefore, it requires to be quashed.

45. Now it is to be seen what are the terms of appointment, the wages and other service conditions of these workmen. The bank has admitted in the

conciliation proceeding that it has employed temporaries in terms of paragraph-20.8 of the First Bipartite settlement dated 19-10-1966 and reiterated the same in paragraph-14 of the written statement (Exhibit-6). In Shastry Award, Desai Award it is mentioned that the appointment of Temporary employees should be in writing and details of their conditions of employment should be mentioned. Admittedly when these workmen were appointed no appointment letters were issued. They were paid on ad-hoc monthly basis and not as per the wages of a regular employees.

46. The First Bipartite settlement dated 9-10-66 has defined temporary employees in paragraph 20.7 and 20.8 which is quoted as under :—

20.7 : In supersession of paragraph 21.20 and sub-clause (c) of Paragraph 23.15 of the Desai Award, "Temporary Employee" will mean a workman who has been appointed for a limited period for work which is of an essentially temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and includes a workman other than permanent workman who is appointed in a temporary vacancy caused by the absence of a particular permanent caused by the absence of a particular permanent workman."

20.8 : A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy the period of such temporary employment will be taken into account as part of his probationary period."

47. It is settled position that daily wages, casual employees or temporary employees are entitled to the same wages as paid to the permanent employees. The bank informed the Assistant Labour Commissioner and to the Tribunal that they are paid difference of wages and bonus amount to the workman. This itself goes to show that these workmen are entitled to wages and bonus like that of regular employees.

48. On behalf of the union it is argued that this reference unlike the other references does not contain the word 'temporary' because arbitrary termination of service of any workman including casual workman is bad in law. These workmen were not appointed for a specific period and therefore, the termination amounted to retrenchment as defined under section 2(o) read with section 25F and/or 25H of the Act. On the other hand on behalf of the bank it is submitted that clause-20.7 of the Bipartite settlement does not envisage any specific period of temporary employment which would entitle such a temporary workman for permanency. According to it employment of a temporary workman automatically ceases and such an issue cannot be construed as retrenchment under section 25F or 25H of the Act as alleged. If it is found that these thirty workmen did work for 240 days in the immediately preceding 12 calendarly months then their termination amounts to illegal retrenchment.

49. Shastry Award Desai Award deals with maintenance of attendance registers, maintenance of service books of several employee. There is also statutory compulsion that the employer should maintain register of employment and other record under clause-62 of Bombay Shops and Establishment Act read with Rule-20 of Maharashtra Shops and Establishment Rules. Admittedly the bank did not maintain such a register. The union filed an application Exhibit-11 calling the bank to produce certain documents to show the date of appointment, period of attendance, wages paid to the workman etc. The Tribunal ordered the bank to produce those documents. The bank produced documents alongwith Exhibit-9 purporting to be as per the order of the Tribunal. Thereafter the union filed a petition (Ex-88) stating that the production is not as per the order of the court. There appears to be substance in it.

50. In the case of Food Corporation of India 1996-II LLJ 920 Their Lordships observed that non-production of vital documents by the party in possession lead to drawing of adverse inference against it. Admittedly the bank did not issue letter of appointment to concerned workman. Therefore it cannot be said to be for a specific period. The management witnesses admits that they do not know the terms of appointment of the workman. But they deposed that their appointment is of a temporary nature as per clause-20.7 of the Bipartite settlement. These management witnesses did not depose that the appointments were for a work which was of an essentially temporary nature or that it was in connection with temporary increase in the work of a permanent nature. No document is produced on the record to satisfy that these workmen were engaged as contemplated under clause-20.7 of the Bipartite settlement. Only affirming to that fact is not sufficient. The banking service are perennial in nature and it is not seasonal. With the growth and expansion of the bank there is constant increase in the duties of the worker particularly the sub-staff as it cannot be computerised or admittedly robot are not introduced. Desai (Ex-96) Officer incharge, Jadeja (Ex-90) Manager Gupta (Ex-95) Office Superintendent and Swami (Ex-96) concerned in respect of the appointment of sub-staff, temporary staff, the management witnesses affirmed the position that the bank is progressing continuously with increase in deposits and provides with expanding premises and business. The bank had acquired additional space. This is what was affirmed by the General Secretary P.N. Subramanyan (Ex-34) on behalf of the union. That necessitates additional sub-staff. The union in its letter dated 9-10-1990 to Assistant Labour Commissioner furnished names of 38 persons who retired during the period 1988 to August 1991. The bank did not dispute this position.

51. The bank did not produce documentary evidence relating to strength of sub-staffs, falling vacancy during relevant period. No doubt in the letter to Assistant Labour Commissioner dated 16-4-1993 Exhibit 'E' to Exhibit-IV. It is stated that they identified 18 vacancies for sub-staff and called for applications. Alongwith others barring few 49 workmen applied and 14 were selected. They informed the Assistant

Labour Commissioner that they complied with clause 20.12 of the Bipartite settlement of 1966. Subramanayan (Ex-34) affirmed that the 89 permanent posts of sub-staff falling vacant from permanent vacancy caused by natural exits during the period 1986—1-7-1995 and only thirty posts were filled by the bank. From Exhibit-33 which is admitted by the Learned Advocate for the bank and which was produced by the union it reveals that workmans sub-staff strength as at December 1984 at Bombay was 194 and the total strength of sub-staff has been estimated as 124 as August 1995. The witness for the management maintained that they maintained workmans staff strength and honouring the directions contain in Justice Tulphule's Award. Subramanayan affirmed that sub-staff strength was 3162 on 29-8-1985 as written by the bank to the Federation, 2825 on 1-1-1990 and 2819 as on 1-1-1992 and now it is about 2400. This appears to be the position of all branches of the Bank in India. This position is not disputed by the witness for the management.

52. Chief Manager, Retail Banking is the appointing authority so far as the workmans substaff are concerned. Mario Fernandes (Ex-94) affirmed that in the Chief Managers office between 1988 to 1992 there was one permanent sub-staff and two temporary staff. The temporary appointment ended in May 1993 when two more employees were posted in the office. In respect of those employees there was no appointment letter, no attendance register and ad-hoc payment not the debit of salary account but to the debit of Sundry account was made. The management witnesses produced cash vouchers of various workmen to show payment of wages and their attendance. But they are random. The debit of these vouchers is not in salary account, but in Sundry account. It is not in dispute that these vouchers are taken out from the bundles and it is likely that there might be some of the missing vouchers or the vouchers might not have been taken from the bundles. The working days which are calculated are on the basis of the vouchers. It is therefore that evidence cannot be said to be a correct or adequate one. In other words the evidence lead by the management in respect of the working days on the basis of the vouchers cannot be said to be complete one.

53. S. K. Swamy (Ex-97) the banks witnesses admits that the cleaning of the premises of the records room and the work connected to it is given to outside agencies. That was previously done by permanent sub-staff. Gupta, another bank witness admits that from January, 1989 to December, 1992 three sweepers retired and in their place not permanent employees were posted. He admits that temporaries are working in his department but he is not in position to depose now many are there. From the above stated facts and referring to Justice Tulphule's Award it has to be said that the posts of permanent sub-staff are not filled up by the bank. It has to be further said that as these workmen were doing the work like that of permanent sub-staff they are entitled to be absorbed in it.

The bank had written letter dated 6-9-1993 (Ex-G of Exhibit-4). In this letter the bank has admitted

that all the workmen concerned in Reference No. 47 of 1993 have worked for 240 days or more. It is mentioned that the bank is entitled to appoint temporary workmen as per the provisions of the Bipartite settlement of 1966 and the Government of India is justified in referring to those cases where worker have completed 240 days and more. This has a reference to the unions demand to absorbing a large number of workmen who were working as a temporary sub-staff in the bank. The Government chose to refer the dispute in respect of the workmen who completed 240 days only. Therefore this letter has importance. In other words it is the admission of the bank that the workmen mentioned in Annexure 'A' have completed 240 days in a year.

55. Anant Brave (Ex-62), Rajendra Mayar (Ex-63), Harish Poojary (Exhibit-65), Laxman Daphale (Ex-79) the workman affirmed to have worked for more than 440 days. Admittedly they were paid difference of wages and bonus. These amounts clearly speaks of their working days for more than 240 days in a year. There is simple suggestion to them that they did not work as affirmed without supporting the same with relevant documentary evidence.

56. Nihal Mishrial (Ex-56) claims to have worked for 1269 days. Out of it he worked continuously for 850 days between 20-2-1981 to 19-6-1991. This position appears to have not been disputed. Looking to the difference of wages and bonus amount which was paid to him it is clear that the case which is made by him is correct. The union in the written argument had at pages 54 to 58 of Ex-110 had worked out how on the basis of the payment of the difference of wages and bonus each of the workmen can be shown to have worked more than 240 days.

57. It is tried to argue that the action is justifiable and their alleged termination is to be determined with regards to the same period of 12 calendary months, immediately preceeding the date on which the dispute is raised. The submission appears to be incorrect. Section 25B of the Act deals with continuous service. Those 240 days are to be calculated from the last working day of the concerned employees in the preceeding 12 months.

58. From the oral evidence of the bank witnesses and that of worker alongwith the non-production of vital documents it is very clear that these workmen cannot be said to be appointed in terms of para 20.7 and 20.8 of the Bipartite settlement dated 10-10-1966. There is no evidence to show that they were appointed for a specified duration or for a seasonal increase of work or for completion of particular type of work. No appointment letters could be produced because they were not given to the workers.

59. Admittedly in August 1992 there was an agitation in the bank pertaining to the style of wearing uniform. These workmen admitted to have participated in it. The bank filed a suit in the City Civil Court and obtained injunction. The matter went into the High Court and later on a suit was withdrawn. In

the written argument of the bank (Ex-111) on page 20 it is tried to submit that 12 workmen abandoned the services but participated in the agitation from 14-8-1992. But later on by filling Corrigendum they corrected the dates which speaks that only eight abandoned the services from that date. There is unlikelyhood of abandonment by the employees. It can be seen that getting the job is very difficult nowadays. Further it is very difficult to get a job in the bank and more particularly in foreign bank Grindlays Bank. When such an opportunity is received by any body even for working as a temporary worker nobody will abandon the service. The testimony to that effect of the management witness is not at all acceptable. It can be further seen that it is contrary to the other evidence on the record. Some of the workman affirmed that they were orally informed not to come to duty from 14-8-1992 appears to be correct one. One has to draw such an inference as there are no termination letters issued to these workmen. Admittedly the bank had not taken any action against the workman who abandoned the service as contemplated under Bipartite settlement. This is also one piece of evidence which supports the case of the workman that their services was orally terminated and they did not abandon the service.

60. The union tried to establish that each of the workman had completed 240 days in 12 months preceding the date of termination. Exhibit-17 is a letter addressed by the union to Assistant Labour Commissioner on 5-1-1992 Annex-'A' to it deals with temporary employees who have completed 240 days in a year. The bank did not reply to it. I have already referred to the bank's letter to the Government admitting the position of working of 240 days of these workmen. Under such circumstances the evidence which is tried to be adduced by the management's side that they did not work appears to be unjust and improper. It is in the context of these letters and the non maintenance of the required information.

6.1 Krishna Thapa (Ex-52) affirmed that he worked as the subordinate sub-staff from 11-11-1990 to 31-12-1992 continuously for 811 days. He affirmed that he was orally informed on the evening of 31-12-1992 not to come on the duty from the next date. Even then he attended the duty but he was asked to go out of the branch. In 12 months preceding the date of his termination as per this version, he worked for 365 days. He affirmed that the bank send him a cheque of Rs. 37,349.43 ps. towards arrears of wages and Rs. 4,255.98 ps. towards payment of bonus. From his cross-examination nothing has come on the record to disbelieve his version. As per the version of Jairam the management witnesses Krishna Thapa was never employed. If this was so there is no reason for paying him difference of wages and that of bonus. That leads to think that the evidence which is lead by the management in respect of the working days of the workman cannot be accepted.

62. Ashok Barot (Ex-53) affirmed that he was working between 1-9-1991 to 13-8-1992 continuously for 730 days. Chavate the management witness affirmed that he worked only for 127 days. It

appears that the management witness namely Chavate, Jadeja, Shete, Jairam, Mario Fernandes, Padmanabhan while referring to the working days of the workman had not taken into consideration Saturdays and Sundays and holidays. It can be seen that they were working on a monthly ad-hoc basis, hence these days had to be taken into consideration as the working days. Therefore it appears to me that their testimony appears to be incorrect. Further more I do not rely upon them in view of non-maintenance of the record which is required to be maintained under the law by these banks. Adverse inference has to be drawn against them.

63. P. M. Jadhav (Ex-54), Ganesh Banb (Ex-55) Nihal Mishrilal (Ex-56), Chetan Barot (Ex-57); Madhurkar Mahatre (Ex-58); Ram Prasad Sharma (Ex. 89); S. Vishwanathan (Ex. 60), Eknath Parab (Ex. 61); Ananth Barve (Ex. 62); Rajendra Mungekar (Ex. 63); Hem Chandra Sawani (Ex. 64); Harish Poojary (Ex-65); Ravindra Rathwadkar (Ex-66); Balwant Patil (Ex. 67); Vikas Chinckar (Ex. 68); Ashok Kanchan (Ex. 69); Rajesh Waghele (Ex-70); G. K. Solanki (Ex-71); S. U. Parmar (Ex-72); Nilesh Rathod (Ex-73); Ratnakar Poojary (Ex-74); Sudhir Jitekar (Ex-76); Indradhwaj Pandey (Ex-77); Uttam Sharma (Ex-78); Laxman Dalphale (Ex-79); Chandra Poojari (Ex-80); Virendra Balmiki (Ex-81) and Mrs. Benu Waikar (Ex-82) all the workman affirmed that they worked for more than 240 days. They had also given a period from which they got the job and on which date they were terminated. Some of them alongwith their affidavit have produced the applications which they sent for getting the employment. In that application they had mentioned period of work which they affirmed. It can be further seen that they received the difference of wages and the bonus for the relevant period. The General Secretary of the union affirmed that some of them did not receive the proper difference of wages and the bonus. It raised the dispute to that affect. As stated above the relevant registers are not maintained by the bank and adverse inference has to be drawn against it and the word of these workmen has to be relied in respect of their working days and the date of termination.

64. As per the version of Padmanabhan (Ex-99) of the management witness Vishwanathan (Ex-60) was never in service. Vishwanathan affirmed to be in continuous service of the bank from 31-1-1988 to 13-8-1992. He affirmed that he used to get Rs. 750/- on the basis of the cash vouchers. It can be seen that later on he was informed by the bank that he is entitled to difference of wages amounting to Rs. 48,655.14 ps. and Rs. 10,442.51 ps. towards bonus. Later on he was also paid Rs. 2,675.79 ps. towards bonus payment. If really he would not have been in employment and a supplier of various stationery items there was no need for the bank to make payment on these heads. That itself goes to show that the evidence which is lead by the bank is unsatisfactory and cannot be relied upon.

65. The Learned advocate for the management placed reliance of this Tribunal award in Ref. No. 10 of 1988 dated 14-7-1995. The facts of that case are quite different from the facts before me.

That award was passed on the basis of the ratio given by the Supreme Court and most of the employees were regularised as per the availability of the vacancies.

66. In the case of *Kumar C. & Ors. Vs. U. P. State Transport Road Corporation* (1989) (I) LLN 844. Their Lordships observed that the regularisation of labourers on a daily wages only if the posts are available. Without that the regularisation cannot be carried out. In *English Electric Company of India Vs. Industrial Tribunal, Madras*, 1987 I LLJ 141. Their Lordships observed that a casual employee has to put 240 days in his service does not automatically entitled him to the status of a permanent employee. Though it cannot be disputed that in such a case the termination of his employment has to be in accordance with the provisions of section 25-F of the Act.

67. It is tried to argue on behalf of the management that as these workmen were appointed temporarily their case falls under sub-clause (bb) of section 2(oo) of the Act and it cannot be said to be a retrenchment. I am not inclined to accept this. As observed above there were no appointment letters nor any other evidence to show that the appointment was for a particular period or for a particular work to be completed. The Supreme Court in *State of Rajasthan & Ors. Vs. Rameshwar Lal Galot* 1996 I LLJ 888, observed that these provisions will be attracted where there is a letter of appointment for a fixed period and the period is not misused or vitiated by this mala fide exercise. These workmen in categorical terms affirmed that did the work like that of a permanent employee. On behalf of the management they admits that these workmen did do the job of a permanent employee. But according to them their appointments were under clause-20.7 of the Bipartite settlement of 1966. I do not find any merit in it.

68. It is not in dispute that the bank did not comply with any of the provisions of retrenchment contemplated under section 25 of the Act. I have already observed above that there is no case of abandonment, which is tried to be made out from 14th August, 1992. It is not in respect of the workmen but few. But again that appears to be incorrect for the reasons stated above. In the result the termination of these workmen amounts to illegal retrenchment. The consequence follows that they are entitled to reinstatement in service as a temporary worker from the date of their termination with monetary reliefs which they were getting. Some of the workers affirmed that they are not employed anywhere. Some do affirm that they are doing some casual work for their livelihood. But some and substance from testimony of these witnesses nothing had come on the record to show that they are gainfully employed. The bank did not plead that they are gainfully employed. Then bank tried to lead evidence to show that they are gainfully employed but without any merit. Satish Jadhav (Ex.-98) and Srikrishna Redge (Ex.-100) both are the detectives for Jal services they were appointed to find out regarding the employment of these workmen. They tried to trace out their employment. But from their deposition I am not inclined to accept that they have proved any-

thing. R. Bhaskar (Ex.-102), Bal Krishna Doshmukh (Ex.-104) and Sita Ram Bhakaram (Ex.-106) were not cross examined by the union as they could not prove that any of the workmen were gainfully employed.

69. Fourteen employees are already absorbed the union had prayed for the reliefs which I have already observed above. These reliefs are outside the scope of Reference No. 47 of 1993 which deals with only of absorption of these workmen. The relief which are claimed by the union cannot be said to be a incidental reliefs. So far as the absorption is concerned it is tried to argued on behalf of bank that the claim of permanency is maintainable only if vacant posts exists. This position cannot be disputed. I have already dealt in detail that the posts do exist. The management did not adduce any evidence to show that the posts are filled up and there are no such posts. The workmen were employed continuously till they were terminated clearly suggests the existence of the posts. Under such circumstances the workmen mentioned in the Reference No. 47 of 1993 are entitled to absorption. The absorption has to be carried within the period of six months. This period is given to the bank to make necessary arrangements for absorption. In the result I record my findings on the issues accordingly and pass the following order :

ORDER

- (1) The demand of the union for regularisation of the 27 temporary workmen from Annexure 'A' is justified.
- (2) The management is directed to regularise their services within six months from today.
- (3) Fourteen workers which were already absorbed are not entitled to any reliefs, as it is outside the scope of the reference.
- (4) The action of the bank in terminating the service of the workmen mentioned in Annexure 'B' is not legal and justified.
- (5) The management is directed to reinstate the workmen shown in Annexure 'B' in service from the date of their termination and pay back wages.
- (6) The workmen shown in Annexure 'B' are entitled to regularisation and the bank should do so within six months from today.
- (7) The action of the bank in terminating the services of 27 workmen mentioned in the Schedule of Reference No. 26 of 1995 is not legal and justified.

- (8) The management is directed to reinstate them in service from the date of their termination and pay them back wages.
- (9) These workers were appointed as a temporary, they are entitled to wages and bonus and no other reliefs as claimed.

I have passed order below Exhibit-115 as follows :

Read the application and the say at Exhibit-117. Heard the Learned Representatives of the parties.

2. By common judgment I decided the two references in the first reference there was a demand of regularisation of 43 temporary employees and in the second reference adjudication was sought regarding illegality and justifiability of 27 workers who were terminated. After going through the Award it appears that the figure 27 which is used in Issue No. 2 and in paragraph-1 of the order is an accidental slip or due to the clerical mistake. It should have been 29 (twenty nine). That error is to be corrected. There is no substance in the contention of the management that by making such corrections will result in the change in terms of the reference. In the result I pass the following order :

ORDER

1. In Issue No. 3 the figure 27 which is in the bracket should be read as figure 29.
2. In order paragraph-1 the figure 27 should be read as figure-29.

S. B. PANSE, Presiding Officer

नई दिल्ली, 21 जुलाई, 1997

का. आ. 2038.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार न्यू इंडिया एश्योरेन्स कं लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-97 को प्राप्त हुआ था।

[सं एल-17012/5/92-आई आर (बी-II)]
सनातन, डेस्क अधिकारी

New Delhi, the 21st July, 1997

S.O. 2038.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal.
1949 GI/97—11

Madras as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of New India Assurance Co. Ltd. and their workmen, which was received by the Central Government on 17th July, 1997.

[No. L-17012/5/92 IR(B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, MADRAS

Tuesday, the 15th day of April, 1997

PRESENT :

THIRU S. THANGARAJ, B.Sc., L.L.B.,
INDUSTRIAL TRIBUNAL

INDUSTRIAL DISPUTE NO. 42 OF 1992

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of New India Assurance Co. Ltd., Madras).

BETWEEN

The workmen represented by,
The General Secretary,
The G.I.C. Employees Union (G.I.C.), (S.Z),
SIET Building, 1st Floor,
No. 312, Anna Salai,
Madras-600 002.

AND

The Assistant General Manager,
New India Assurance Co. Ltd.,
770-A, Spencer Towers, III Floor,
Anna Salai, Madras-600 002.

REFERENCE :

Order No. L-17012/5(92-IR(B.II), Ministry
of Labour, dated 19-4-92, Govt. of India,
New Delhi.

This dispute coming on for hearing on this day, upon perusing the claim, counter and all other material papers on record, Tvl. Aiyar & Dolia, R. Arumugam and B. Haribabu Advocates appearing for petitioner, informing peti-

tioner's absence inspite of several communication, this Tribunal made the following.

AWARD

This reference has been made for adjudication of the following issue :—

"Whether the action of the management of New India Assurance Co. Ltd., in non-regularising the services of Sh. V. Thiagarajan as sub-staff is justified? If not, to what relief he is entitled?"

Petitioner called at 10.30 a.m. and 3 p.m. Petitioner absent. Counsel for petitioner informs Court that the petitioner is not coming inspite of several communications. Hence Industrial Dispute is dismissed for default.

Dated, this the 15th day of April, 1997.

S. THANGARAJ, Industrial Tribunal

नई दिल्ली, 21 जुलाई, 1997

का.प्रा. 2939.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-97 को प्राप्त हुआ था ।

[स एल-12012/175/95-आई आर (बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 21st July, 1997

S.O. 2039.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India, and their workmen, which was received by the Central Government on 17-7-1997.

[No. L-12012/175/95 IR(B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, MADRAS

Friday, the 25th day of April 1997

PRESENT :

THIRU S. THANGARAJ, B.Sc., L.L.B.,
INDUSTRIAL TRIBUNAL

INDUSTRIAL DISPUTE NO 108 OF 1996

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of Bank of India, Madras).

BETWEEN

General Secretary,
Bank of India, Staff Union,
46, Cathedral Road, Madras-6.

AND

Zonal Manager,
Bank of India, Southern Zone,
46, Cathedral Road, Madras-6.

REFERENCE :

Order No. L-12012/175/95-IR(B.II), Ministry of Labour, dated 26-11-96 Govt. of India, New Delhi.

This dispute coming on for hearing on this day, and the petitioner being absent continuously till date, this Tribunal made the following :

AWARD

This reference has been made for adjudication of the following issue :—

"Whether the action of the management of Bank of India in terminating the services of Sri M. Ramalingam, Sub-Staff w.e.f. 7-2-92 is legal and justified? If not, to what relief the workman is entitled?"

Petitioner called at 10.40 a.m., 12.45 p.m. and 3.50 p.m. Petitioner absent. Petitioner was served for the hearing on 17-1-96 and he has been continuously absent till date. Hence Industrial Dispute dismissed for default of petitioner.

Dated, this the 25th day of April 1997.

S. THANGARAJ, Industrial Tribunal

नई दिल्ली, 21 जुलाई, 1997

का.प्रा. 2040.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-97 को प्राप्त हुआ था ।

[स एल-12012/146/93-आई आर (बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 21st July, 1997

S.O. 2040.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India, and their workmen, which was received by the Central Government on 17-7-1997.

[No. L-12012/146/93 IR(B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, MADRAS

Wednesday, the 30th day of April, 1997

PRESENT :

THIRU S. THANGARAJ, B.Sc., L.L.B.,
INDUSTRIAL TRIBUNAL

INDUSTRIAL DISPUTE NO. 100 OF 1993

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of Central Bank of India, Madras :

BETWEEN

The workmen represented by
The General Secretary,
C. B. India Emp. Union,
P. B. No. 1579,
11, Second Line Beach,
Madras-600 001.

AND

The Zonal Manager,
Central Bank of India,
P. B. No. 503, 48/49, Montieth Road,
Madras-600 008.

REFERENCE :

Order No. L-12012/146/93-IR(B.II), Ministry of Labour dated 4-10-93, Govt. of India, New Delhi.

This dispute coming on for hearing on this day, upon perusing the claim, counter statement and all other papers on record, and Tvl. Aiyar & Dolia, R. Arumugam and B. Haribabu Advocates appearing for the petitioner-union

and of Thiru C. T. Selvam, Advocates for Management, and the petitioner called absent, the Tribunal made the following :

AWARD

This reference has been made for adjudication of the following issue :—

“Whether the action of the management of Central Bank of India, in imposing the punishment of stoppage of 2 increments which will have effect of postponing the future increments in respect of Shri M. Sunderrajan is justified? If not, to what relief is he entitled to?”.

Petitioner called absent. Till 3.40 p.m. no representation. Industrial dispute dismissed for default.

Dated, this the 30th day of April 1997.

S. THANGARAJ, Industrial Tribunal

नई दिल्ली, 21 जुलाई, 1997

का. प्रा. 2041.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-7-97 को प्राप्त हुआ था।

[सं. एल—12012/137/95 आई. प्रार. (बी.-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 21st July, 1997

S.O. 2041.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the industrial dispute between the employers in relation to the management of Allahabad Bank and their workmen, which was received by the Central Government on 17-7-1997.

[No. L-12012/137/95-IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU
MADRAS

Thursday, the 13th day of March, 1997

PRESENT :

Thiru S. Thangaraj, B.Sc., L.L.B., Industrial Tribunal.

Industrial Dispute No. 52 of 1996

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of Allahabad Bank, Madras.)

BETWEEN

The Workmen represented by

The General Secretary,
Allahabad Bank Staff Union,
115, Angappa Naicken Street,
Madras-1.

AND

Regional Manager,
Allahabad Bank, Regional Office,
Vairam Complex, T. Nagar,
Madras-17.

REFERENCE :

Order No. L-12012/137/95-IR (B-II), Ministry of Labour
dated 5-7-96, Government of India, New Delhi.

This dispute coming on for hearing on this day, and the
petitioner being absent continuously, this Tribunal made the
following :

AWARD

This reference has been made for adjudication of the
following issue :

"Whether the action of the management of Allahabad
Bank, Madras in not absorbing Sri N. S. Rajan, as
Peon-cum-Farash is legal and justified ? If not,
what relief is the said workman entitled to ?"

Claim statement not filed. Petitioner called at 10.35 a.m.
1 p.m. and 4.15 p.m. Petitioner absent. Industrial dispute
dismissed for default.

Dated, this the 13th day of March, 1997.

S. THANGARAJ, Industrial Tribunal

नई दिल्ली, 21 जुलाई, 1997

का. प्रा. 2042 :—औद्योगिक विवाद अधिनियम,
1947 (1947 का 14) की धारा 17 के अनुसरण
में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबन्धतंत्र के
संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध
में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण,
मद्रास के पंचाट को प्रकाशित करती है जो केन्द्रीय
सरकार को 17-7-97 को प्राप्त हुआ था।

[सं. एल-12012/137/95-आई आर (बी-II)]
सनातन, डेस्क अधिकारी

New Delhi, the 21st July, 1997

S.O. 2042.—In pursuance of Section 17 of the Industrial
Disputes Act, 1947 (14 of 1947), the Central Government
hereby publishes the award of the Industrial Tribunal,
Madras as shown in the Annexure in the industrial dispute
between the employers in relation to the management of
Allahabad Bank and their workmen, which was received by
the Central Government on 17-7-1997.

[No. L-12012/137/95-IR (B-II)]
SANATAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU
MADRAS

Wednesday, the 26th of March, 1997

PRESENT :

Thiru S. Thangaraj, B.Sc., L.L.B., Industrial Tribunal.
Industrial Dispute No. 60 of 1996

(In the matter of the dispute for adjudication under Section
10(1)(d) of the Industrial Disputes Act, 1947 between the
Workmen and the Management of Allahabad Bank, Madras).

BETWEEN

The Workmen represented by

The General Secretary,
Allahabad Bank Staff Union,
115, Angappa Naicken Street,
First Floor, Madras-1.

AND

The Regional Manager,
Allahabad Bank, Regional Office,
Vairam Complex, T. Nagar,
Madras-17.

REFERENCE :

Order No. L-12012/137/95-IR (B-II), Ministry of Labour
dated 26-7-96, Government of India, New Delhi.

This dispute coming on for hearing on this day, and the
petitioner being absent continuously and not filed claim
statement, this Tribunal made the followinig :

AWARD

This reference has been made for adjudication of the
following issue :

"Whether the action of the management of Allahabad
Bank, Madras in not absorbing Sri N. S. Rajan, as
Peon-cum-Farash is legal and justified ? If not,
to what relief is the said workman settled ?"

Called at 10.45 a.m. and 4.05 p.m. Petitioner absent. No
representation. Claim statement not filed. Industrial dispute
dismissed for default.

Dated, this the 26th day of March, 1997.

S. THANGARAJ, Industrial Tribunal

नई दिल्ली, 21 जुलाई, 1997

का. प्रा. 2043 :—औद्योगिक विवाद अधिनियम,
1947 (1947 का 14) की धारा 17 के अनुसरण
में, केन्द्रीय सरकार इंडियन बैंक के प्रबन्धतंत्र के संबद्ध
नियोजकों और उनके कर्मकारों के बीच अनुबंध में निदिष्ट
औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के
पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को
17-7-97 को प्राप्त हुआ था।

[सं. एल.एल.-12012/77/82-आई आर (बी-II)]
सनातन, डेस्क अधिकारी

New Delhi, the 21st July, 1997

S.O. 2043.—In pursuance of Section 17 of the Industrial
Disputes Act, 1947 (14 of 1947), the Central Government
hereby publishes the award of the Industrial Tribunal,
Madras as shown in the Annexure, in the industrial dispute
between the employers in relation to the management of
Indian Bank and their workmen, which was received by the
Central Government on 17-7-1997.

[No. L-12012/88/82-IR (B-II)]
SANATAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU
MADRAS

Friday, the 2nd day of May 1997

PRESENT :

Thiru S. Thangaraj, B.Sc., L.L.B., Industrial Tribunal.

Industrial Dispute 110 of 1989

(In the matter of the dispute for adjudication under Section
10(1)(d) of the Industrial Disputes Act, 1947 between the
Workmen and the Management of Indian Bank, Madras).

BETWEEN

The Workmen represented by

The General Secretary,
Fed. of Indian Bank Employees' Union,
25, Second Line Beach, Madras-600001.

AND

The Chairman,
Indian Bank, 31 Rajaji Salai,
Madras-600001.

REFERENCE :

Order No. L-12012/88/82-D.II (A), Ministry of Labour,
dated 27-11-89, Government of India, New Delhi.

This dispute coming on for hearing on this day, upon perusing the claim, counter and all other papers on record, and the petitioner having failed to take proper steps to implead the LRa of the deceased petitioner, this Tribunal made the following :

AWARD

This reference has been made for adjudication of the following issue :

"Whether the action of the management of Indian Bank in extending one year probation to Shri Sadananda Ram by six months and subsequently reverting him from the post of Officer to the post of Clerk-cum-Typist w.e.f. 26-3-81 is justified ? If not, to what relief is Shri Sadananda Ram entitled ?"

M.A. 23/97 dismissed. As the petitioner has failed to take proper steps to implead the Legal representatives of the petitioner, in spite of the various opportunities granted, I. D. is dismissed for default.

Dated, this the 2nd day of May, 1997.

S. THANGARAJ, Industrial Tribunal

नई दिल्ली, 29 जुलाई, 1997

का.प्र. 2044.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इंडिया के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-7-97 को प्राप्त हुआ था।

[संख्या एल-12011/23/87-डी II(ए)]

सनातन, डेस्क अधिकारी

New Delhi, the 29th July, 1997

S.O. 2044.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 25-7-1997.

[No. L-12011/23/87-D.II (A)]
SANATAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 232 of 1989

In the matter of dispute :

BETWEEN

Secretary Bank of India Staff Union
Bank of India, Jeevan Bima Building
The Mall Kanpur.

AND

Zonal Manager
Bank of India
Mohini Mension
1 Naval Kishore Road, Lucknow.

AWARD

1. Central Government, Ministry of Labour, vide its Notification No. L-12011/23/87-D.II(A) dated has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Bank of India in not paying special allowance to the staff posted at clearing house of Lucknow, Agra, Unnao Varanasi and Kanpur as per list enclosed is justified ? If not to what relief were the workmen entitled ?

2. There are Regional Collection Centres at Kanpur Lucknow, Agra, Unnao and Varanasi amongst other places. At this collection centres some award staff are deputed to transact the business relating to clearance of cheques and other instrument. There are various provisions in Desai Award, Shastri Award and Bipartite Settlement according to which special allowance is payable to those award staff who perform duties carrying more responsibility and risk.

3. The case of the workmen of the above noted Centres is that they have been doing such jobs involving risk and carrying more responsibility like checking and scrutinizing of schedules and vouchers; making relevant entries at regional collection centres relating to cheques demand drafts and pay slips crossing stamp and cheques and other instruments, preparing debit and cheque vouchers. Hence this itself alongwith others as enumerated from para 4 to 15 of statement of claim clearly indicates that they are doing duty involving extra risk and responsibility, hence in terms of para 19.2 and 19.3 of bipartite settlement they are entitled for special assistant allowance. In the schedule the names of workmen at the above mentioned branches have been given who have been performing these duties.

4. The opposite party bank of India has filed written statement in which it has been alleged that these workmen had performed the duties of attending clearing house on behalf of the bank but has denied that they have been performing the nature of work as given in the relevant paras of claim statement. They have denied that concerned workmen do the job of checking vouchers cheques etc. The only job of these workmen is to deliver the cheques drawn on other banks and in doing so they simply verify the number of instruments. They do not perform any additional duty involving greater skill and responsibility for which special allowance is payable. It is further alleged that all these workmen have not continuously performed these duties. Instead they are assigned duties by rotation.

5. In the rejoinder, earlier facts have been reiterated. Further reference has been made to the order of this Tribunal allowing an application under section 33-C-2 of I.D. Act granting special allowance to one V. K. Srivastava.

6. The only point which needs consideration is as to whether these workmen have been discharging duties involving greater risk and responsibility. In support of their case the workman have filed affidavit of V. K. Srivastava, G. S. Chukla and Ramesh Chandra Bhatia. Thereafter affidavit of branch manager Ashok Kumar Mehrotra has been filed. Subsequently a composite affidavit of Asharam of Kanpur, Rajendra Kumar of Kanpur, R. K. Bajpai and Prem Chand Mata Prasad all of Kanpur. Govardhan of Unnao and S. C. Gupta of Kanpur was filed. Thereafter the management filed affidavit of Brij Bhushan Gautam and one J. B. Singh. Still subsequently affidavit of Baikunth Lal and Pawan Kumar filed. Out of above only V. K. Srivastava and Baikunth Lal have been produced from cross-examination, whereas J. B. Singh officer of the bank was cross-examined. Another persons have not been produced for cross-examination their

evidence is not being read. Only the evidence of V. K. Srivastava and Baikunth Lal on behalf of workmen and that of J. B. Singh on behalf of management is admissible. I need not refer the evidence of these persons in detail as it is the admitted case of parties that the concerned workmen have been sent to the Regional Collection centres of Reserve Bank of India and State Bank of India at other places for verification of cheques issued by their Banks. It is also not in dispute that when these persons went to these centres none of the officer of the bank had accompanied. I am of the view that when a member of award staff handles and deals with cheque and other instruments within the bank premises and during the office hours there is no element of risk and there cannot be said to be doing any work involving extra responsibility. However the moment such workmen is asked to carry cheques and other instruments outside the bank as is being done by the concerned workmen. I am of the view that it would naturally involve greater responsibility and risk as they would be doing so on their own peril. Had any officer accompanied them at such occasion there would be no responsibility of these workmen. Hence since in the instant case the concerned workman had been carrying cheques independently, and checking the same at the Regional Collection Centres and without any officer accompanying them, I come to the conclusion that had been performing the job involving greater risk responsibility as well. As such they will become entitled for special allowance of Special Assistant. Baikunth Lal has admitted in his cross examination that duties are being assigned by the bank on rotation, hence these workmen will not be entitled for special allowance for whole month. Instead they will be entitled for special allowance at admissible rates for the number of days they have performed this duty.

7. Hence my award is that the concerned workmen are entitled for special assistant allowance for the number of days they have worked at various collection centres and the same will be payable for the number of days they have actually worked w.e.f. from the date of reference. I would further like to observe that it will be open to the management to discontinue his practice. Instead they should depute some officer as well who may accompany them. In that case in further such special allowance will not be payable. I would further like to observe that this work should be assigned to clerical persons for one month so as to avoid confusion in payment of special allowance.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 1997

का.प्र. 2045.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ोदा के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-7-97 को प्राप्त हुआ था।

[संख्या एल-12012/36/92-आई आर (बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 29th July, 1997

S.O. 2045.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 5-7-1997.

[No. L-12012/36/92-IR (B-II)]
SANATAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT PANDU NAGAR, DEOKI PALACE
ROAD KANPUR

Industrial Dispute No. 68 of 1992

In the matter of dispute :

BETWEEN

Sudhir Kumar C/o Santosh Kumar Gupta
117/H-2/148 Pandu Nagar, Kanpur.

AND

Regional Manager
Bank of Baroda
Regional Office
118/330 Kaushalpuri Gumti No. 5
Kanpur.

AWARD

1. Central Government, Ministry of Labour, vide its Notification No. L-12012/36/92-I.R. (B-II) dated 16-4-92, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Bank of Baroda in terminating the services of Shri Sudhir Kumar w.e.f. 26-3-88 is justified? If not what relief the workman is entitled to?

2. The case of the concerned workman Sudhir Kumar is that he was engaged as a peon on 1-11-85, by the opposite party/management of Bank of Baroda at Rajpur Branch, Kanpur and he continuously worked upto 25-3-88. Thereafter his services were terminated in breach of Section 25-F of I. D. Act. There has also been discrimination under Article 14 and 16 of Constitution of India.

3. The opposite party has filed reply in which it has been alleged that the concerned workman was appointed as a casual unskilled labour who had done work intermittently he had not continuously worked. He was engaged to dispose of work which use to arise from time to time. He left the job of his own on 25-3-88. In all he had worked for six days from 26-3-87 to 25-3-88. Thus he had not worked for 240 days in last year preceding his termination. Hence provisions of Section 25-F of I. D. Act are not applicable.

4. In support of his case the concerned workman Sudhir Kumar has examined himself as WW-1. He had stated that he had worked from 1-11-85 to 26-3-88 as a daily rated worker. He was not given notice pay and retrenchment compensation when he was removed from service. Besides one Daya Prasad junior to him had been retained in service. On the other hand Baburam Manager of the Bank MW-1 has corroborated the version of the written statement. He has specifically stated that concerned workman has not continuously worked. There was no document on record. I am inclined to accept the version of the management about the number of days for which the concerned workman had worked. The concerned workman could have got summoned the relevant papers like vouchers to prove the number of days of working. In its absence I accept the version of the opposite party and hold that workman had not completed 240 days. In this way provision of Section 25-F of I. D. Act are not attracted at all. The plea regarding junior person having been retained in service has not been raised in the claim statement, hence this plea is not being entertained.

5. In the end my award is that the concerned workman is not entitled for any relief. Accordingly it is held that the action of the management in terminating the services of the concerned workman w.e.f. 26-3-88 is justified.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 1997

का.प्र. 2046.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार औद्योगिक विवाद अधिनियम बैंक आफ इंडिया के प्रबन्धन के संबंध नियोजकों और

उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-7-97 को प्राप्त हुआ था।

[सं. एल-12012/195/95-आई. आर. (बी-II)]
सनातन, डेस्क अधिकारी

New Delhi, the 29th July, 1997

S.O. 2046.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 25-7-1997.

[No. L-12012/195/95-IR (B-II)]
SANATAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT DEOKI PALACE ROAD PANDU
NAGAR, KANPUR

Industrial Dispute No. 57 of 1997

In the matter of dispute :

BETWEEN

Vinod Kumar
S/o Ram Ratan
Village and Post Saini Mawana Road
Meerut.

AND

Regional Manager
Union Bank of India
Main Branch
1st Floor G.I.G. Begum Bridge Ke Samane
Meerut.

AWARD

1. Central Government, Ministry of Labour New Delhi vide its Notification No. L-12012/195/95-I.R. (B-II) dated 13-3-97 has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Union Bank of India Meerut in terminating the services of Shri Vinod Kumar, Driver w.e.f. 1-9- (not visible) is legal and justified ? If not, to what relief is the said workman entitled ?

2. It is unnecessary to give the details of the case as workman has given in writing vide his application dated 19-6-97 that the Bank has given him regular appointment. Hence the reference is answered accordingly having become infructuous.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 1997

का.आ. 2047.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक आफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-7-97 को प्राप्त हुआ था।

[सं. एल-12012/241/95 आई. आर. (बी-II)]
सनातन, डेस्क अधिकारी

New Delhi, the 29th July, 1997

S.O. 2047.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 25-7-1997.

[No. L-12012/241/95-IR (B-II)]
SANATAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT DEOKI PALACE ROAD PANDU
NAGAR, KANPUR

Industrial Dispute No. 27 of 1997

In the matter of dispute :

BETWEEN

Rajya Sabhapati
C.B.W. Organisation (U.P.)
13, Vivekanand Puram
Dr. Mariya Residential Akadami ke Samane
Bondla Sikasdra Road
Agra.

AND

Regional Manager
Central Bank of India
Regional Office
Belanganj Agra

AWARD

1. Central Government, Ministry of Labour New Delhi vide its Notification No. L-12012/241/95-I.R. (B-II) dated 30-12-96 has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Central Bank of India, Agra in denying promotion to Shri Mahendra Rai Clerk to the post of Asst. Head Cashier w.e.f. 30-12-91 is legal and justified ? If not, to what relief the workman is entitled ?

2. It is unnecessary to give the details of the case as after sufficient opportunity the concerned workman has not filed the claim statement. Hence the reference is answered against the workman for want of prosecution and proof and he will be not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 29 जुलाई, 1997

का.आ. 2048.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-7-97 को प्राप्त हुआ था।

[सं. एल-12012/365/94 आई आर (बी-II)]
सनातन, डेस्क अधिकारी

New Delhi, the 29th July, 1997

S.O. 2048.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workmen, which was received by the Central Government on 25-7-1997.

[No. L-12012/365/94 IR(B-II)]
SANATAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL CUM LABOUR COURT PANDU
NAGAR, KANPUR

Industrial Dispute No. 59 of 1991

In the matter of dispute between :

Regional Manager,
Indian Bank, Zonal Office, Upper ground floors
World Trade Centre, Babar Road
New Delhi-110001.

AND

General Secretary
Indian Bank Employees Union, U.P.
C/o Indian Bank C-7/34-B Lahurabir
Varanasi-221001

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification no. L-12012/365/94-IR (B-2) dated 30-5-1995 has referred the following dispute for adjudication to this Tribunal :—

“Whether the demand of the Indian Bank Employees’ Union UP Varanasi on the management of Indian Bank New Delhi for grant of financial benefits of pay and other allowances etc to Sri Subedar Singh clerk shroff from the preponed date of commencement of his service i.e. 9-4-1976 instead of 9-4-1992 is legal and justified ? If so what relief is the said workman entitled to ?”

2. There is no dispute that the concerned workman Subedar Singh was earlier appointed as peon on 9-4-1976 by the opposite party Indian Bank and was posted at Dhanbad branch. He continued to work there upto 28-12-76. During this period on 13-12-76, he applied for appointment as a regular peon. His request was granted and appointment letter was issued to him on 22-12-1976. He joined at this new post and since he continuously worked.

3. There is para 20.8 of first bipartite settlement which runs as under :—

A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceeds a period of three months during which the bank shall make arrangements for filling up

the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as a part of his probationary period.

The case of the applicant is that since he had continuously worked from 9-4-1976 upto 28-12-1976 by way of temporary appointment and this period has extended upto three months and further as he was selected as a peon the above mentioned period between 9-4-1976 and 28-12-1976 ought to have been counted and in this way the period of appointment would relate back to 9-4-1976, i.e. the date of initial appointment with retrospective effect. He was promoted on 19-2-1988 as clerk and was confirmed on 19-8-1988. His demand is that in terms of above bipartite settlement his date of increment should be from 9-4-1976 in other words, it should be taken to be the date of appointment for the purposes of granting annual increment. He made representation in 1992. His request was granted in part and period of appointment between 9-4-1976 and 28-12-1976 was taken into consideration and accordingly it was fixed as 9-4-1992. In other words the benefit that relating back of increment was w.e.f. 9-4-1992. His case is that he is entitled for this preponing of date of increment w.e.f. 9-4-1976.

3. The opposite party has filed replying which it has been alleged that concerned workman has raised claim after lapse of about 15 years. Still the opposite party sought indulgence and granted him increment w.e.f. 9-4-1992. It is alleged that provisions of para 20.8 of bipartite settlement does not apply to the concerned workman. Still this favour was given to the concerned workman. Hence he is no entitled for preponing of date of increment to 9-4-1976.

4. In the rejoinder nothing new has been alleged.

5. From the above it becomes the admitted case of parties that the bank had granted him benefit of provisions of para 20.8 of first bipartite settlement by fixing date of increment to 9-4-1992. After going the above provisions of the first bipartite settlement, I am also of the view that the concerned workman was entitled for inclusion of period from 9-4-1976 to 28-12-1976, when appointment was given to him by letter dated 22-12-1987, hence his period of increment would be 9th April of every year. I am also of the view that this benefit ought to have been extended w.e.f. 9-4-1976. However there is one problem with the concerned workman. He has raised the claim after lapse of about 15 years. Perhaps it weighed with the management in advancing the date of increment from 9-4-1976 to 9-4-1992. There is no explanation for this delay. I think ends of justice would be met if the date of increment is related back to 9-4-1976 with payment of half of the payment of wages between 9-4-1976 to 9-4-1992 which would accrue to the concerned workman.

5. Hence, my award is that the concerned workman is entitled for preponment of date of increment from 9-4-1976 instead of 9-4-1992 with all financial benefits of pay and other allowances. However, the

applicant would be entitled for half of the amount which will be payable to the concerned workman.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 जुलाई, 1997

का. आ. 2049.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मद्रास पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-7-97 को प्राप्त हुआ था।

[सं. एल-33012/2/96-आई.आर. (विविध)]
बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 22nd July, 1997

S.O. 2049.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Madras Port Trust and their workman, which was received by the Central Government on 22-7-97.

[No. L-33012/2/96-IR (Misc.)]
B.M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU, MADRAS

Thursday, the 27th day of March, 1997

PRESENT :

Thiru S. Thangaraj, B.Sc., L.L.B., Industrial Tribunal

Industrial Dispute No. 96 of 1996

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of Madras Port Trust, Madras).

BETWEEN

The workmen represented by :

The Secretary,
MPT Employees Union, S.C.C.,
Anthony Pillai Bhavan,
No. 9, II Line Beach,
Madras-600 001.

1949 GI/97—12

AND

The Chairman,
Madras Port Trust,
Rajaji Salai,
Madras-600 001.

REFERENCE :

Order No. L-33012/2/96-IR (Misc.). Ministry of Labour, dated 14-10-96, Govt. of India, New Delhi.

This dispute coming on for hearing on this day, and the petitioner and respondent called absent, this Tribunal made the following :

AWARD

This reference has been made for adjudication of the following issue :

“Whether the action of the management of Madras Port Trust in recovering sum of Rs. 365.08 each from S/Shri Anthoni-dass, Sub-Officer, R. Raghupathy, Fireman-Driver and R. Karunanidhi, Fireman-Driver without holding proper domestic enquiry over alleged theft of property is just, proper and legal? If not, to what relief the workmen are entitled to?”

Respondent present. Petitioner called absent. No representation since 6-12-1996. Hence I.D. dismissed for default.

Dated, this the 27th day of March, 1997

S. THANGARAJ, Industrial Tribunal

शुद्धि पत्र

नई दिल्ली, 29 जुलाई, 1997

का.आ. 2050.—का.आ. सं. 1078 के द्वारा भारत के राजपत्र भाग-II, खण्ड 3(ii) में 29 अप्रैल, 1997 को प्रकाशित इस संवालय की दिनांक 25-3-1997 की समसंख्यक अधिसूचना के अनुबंध में, पैरा 21 की छठी पंक्ति और अन्तिम पंक्ति में और पंचाट के पैरा 22 की अन्तिम पंक्ति में, “जनवरी, 1995” शब्द के स्थान पर “जनवरी, 1996” शब्द लिखा जाएगा।

[सं. एल-29012/17/92-आई.आर. (विविध)]
बी.एम. डेविड, डेस्क अधिकारी

CORRIGENDUM

New Delhi, the 29th July, 1997

S.O. 2050.—In this Ministry's Notification of even number dated 25-3-1997, published in the Gazette of India dated 29th April, 1997, in Part II, Section 3(ii) vide S.O. No. 1078, in the annexure thereof, in the 6th line and last line of para 21 and in the last line of para 22 of the award, the word “January 1996” shall be substituted in place of “January 1995”.

[No. L-29012/17/92-IR (Misc.)]
B. M. DAVID, Desk Officer

नई दिल्ली, 22 जुलाई, 1997

का. आ. 2051 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. डी. ओ., तेलीकॉम, निदादोले के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-7-97 को प्राप्त हुआ था।

[सं. एल. — 40012/238/94—आई०आर० (डी. यू.)]
के. वी० बी. उण्णी, डीस्क अधिकारी

New Delhi, the 22nd July, 1997

S.O. 2051.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.D.O. Telecom, Nidadavole and their workman, which was received by the Central Government on 22-7-1997.

[No. L-40012/238/94-IR (DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I, AT
HYDERABAD

PRESENT:

Sri V. V. RAGHAVAN, B.A., LL.B., Industrial Tribunal
Dated, 30th Day of June, 1997
Industrial Dispute No. 15 of 1996

BETWEEN

Sri M. Krishna Rao, Beside Vemduru B.O.
(Via) Koavvur-534350, West Godavari District. Petitioner.

AND

The Sub-Divisional Officer,
Telecommunication, Nidadavole-534301,
West Godavari District. Respondent.

APPEARANCES:

Sri C. Suryanarayana, Advocate for the Petitioner.

Sri P. Damodar Reddy, Advocate for the Respondent.

I.A. No. 246/96 in I.D. No. 15/96

BETWEEN

S.D.O., Telecom., Nidadavole. Petitioner.

AND

M. V. Krishna Rao. Respondent.

AWARD

The Government of India, Ministry of Labour, New Delhi by its Order No. L-40012/238/94-IR(DV) dated 26-2-96 referred the following disputes under section 10(1)(d) and 2A of Industrial Dispute Act, 1947 for adjudication:

"Whether the action of the management of Telecom District Manager, Eluru is justified in terminating the services of Sri M. V. Krishna Rao, without conducting a fresh enquiry. If not to what relief the workmen concerned is entitled to?"

Both parties received the notice. They have appeared and filed their pleadings.

(2) The learned Advocate for the Respondent-Management requested this Tribunal to decide the legality of the reference as a preliminary point, in view of the fact that the Supreme Court held that the Telecom Department is not an industry within the meaning of section 2(j) of the Industrial Dispute Act, 1947. He filed I.A. 246/96 in this regard. The petitioner filed a counter.

(3) Both the parties are heard on the point.

(4) The point for consideration is whether this Tribunal has got jurisdiction to adjudicate the dispute?

5. Point.—The petitioner-workmen was employed in the Telecom Department. The Government of India made a reference to this Tribunal treating the Telecom Department as an industry and the petitioner as workmen coming within the purview of Industrial Dispute Act, 1947. The Supreme Court in Sub-Divisional Inspector of Post, Vaika M. and Others V. Theyyam Joseph etc. (1996 LLR Page 483) while deciding the case of the postal department which is a part of Telecom Department as follows:—

Law. The welfare measures partake the charter of

sovereign functions and the traditional duty to maintain. "Having regard to the contentions, the question arises whether the appellant is an industry? India as a sovereign socialist, secular democratic republic has to establish an egalitarian social order under rule of law and order is no longer the concept of state. Directive principles of state policy enjoin on titution and the performance of the duties are constitutional functions. One of the duty is of the state to provide a telecommunication service to the general public and an amenity and so is one essential part of the sovereign functions of the state as a welfare state. It is not, therefore an industry."

In view of the specific findings of the Supreme Court, Telecom Department is not an industry, this Tribunal has no jurisdiction to adjudicate upon the dispute between the Government department and its employee.

(6) However the learned Advocate for the petitioner workmen raised several contentions. He argued that the Supreme Court did not refer to the two leading decisions on the subject viz. Bangalore Water Supply and Sewerage Board v. A. Rajappa (AIR 1978 S.C. page 969 1978(1) LLJ page 349) which discussed at length as to what is an industry and also Chief Conservator of Forest vs. Jagannath Maruti and Others [1996 S.C.C. (L&S) 500] which dealt with the sovereign functions of the state. He also referred to N. Nagendra Rao & Co. v. State of Andhra Pradesh (1994 6 S.C. page 205) wherein the sovereign functions of the state are set out. He relied upon the decision in Delhi Science Forum vs. Union of India and Another (AIR 1996 SC Page 1956) which upheld the new Telecom policy of the Government by which a part of the industry is entrusted to private enterprises. He relied the case of Mattulal Appellant vs. Radhe Lal Respondent (AIR 1974 SC page 1596). It was held therein that the former decision of a lower bench should be preferred later than the smaller bench. He also relied upon the case of L. Chandra Kumar, Appellant Vs. Union of India and Others (AIR 1997 S.C. 1125), wherein the powers of the Industrial Tribunal, High Courts and Supreme Court are discussed and decided. He lastly argued at length and referred to several decisions referred to page 477 of the A.I.R. Manual (Vth Edition) wherein the word 'might' used in section 11 of C.P.C. was considered. He argued that the Supreme Court might have or ought to have considered several other decisions on the subject and they were not considered.

(7) This Tribunal as a subordinate to High Court and Supreme Court cannot distinguish any decisions given by the Supreme Court directly on a particular point by referring to the decisions of the Supreme Court or of our High Court on a similar point. The Supreme Court held that the Telecom Department is not an industry. When once the employer is not an industry, there cannot be an industrial dispute and so this Tribunal cannot entertain the dispute, if any, between the petitioner and the Respondent. I, therefore, hold that this Tribunal has no jurisdiction to entertain this dispute. I.A. No. 246/96 raising the preliminary point is allowed as the

Telecom Department is not an industry.

An award is passed accordingly.

Given under my hand and the seal of this Tribunal, this the 30th Day of June, 1997.

V. V. RAGHAVAN, Industrial Tribunal-I

No oral or documentary evidence is adduced by both parties.

नई दिल्ली, 22 जुलाई, 1997

का. आ. 2052 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. डी. ओ. (टेलीकॉम) जगतियाल, करीमनगर, डिस्ट्रिक्ट के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-7-97 को प्राप्त हुआ था।

[सं. एन.—40012/94/95—आई.आर. (डी. यू.)]

क. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 22nd July, 1997

S.O. 2052.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SDO (Telecom) Jagital, Karimnagar Distt. and their workman, which was received by the Central Government on 22-7-97.

[No. L-40012/94/95-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I, AT HYDERABAD

PRESENT :

Sri V. V. Raghavan, B.A., LL.B., Industrial Tribunal-I.

Dated, 30th day of June, 1997

Industrial Dispute No. 30 of 1996

BETWEEN :

S. Hanumanthu, C/o Sri A. Rajamouli, Area, Secretary, All India Telecom Employees Union, Line Staff & Group 'D' Employees Warangal Area, H. No. 6-1-14, Ashok Nagar, Karimnagar, 505 001. — Petitioner.

AND

The S.D.O. (Telephone) Jagital,

Karimnagar Dist. (A. P. 505001) .. Respondent

APPEARANCES :

Sri C. Suryanarayana, Advocate for the Petitioner.

Sri P. Damodar Reddy, Advocate—for the Respondent.

AWARD

The Government of India, Ministry of Labour, New Delhi by its order No. L-40012/94/95-IR(DU) dt. 27-3-96 referred the following disputes under section 10(1)(d) and 2 A of Industrial Disputes Act, 1947 for adjudication :—

"Whether the action of the management of Sub-Divisional officer (Telecom) Jagital Karimnagar Dist. in termination of services of Sri S. Hanumanthu is proper, legal and justified? If not, to what relief the workman is entitled?"

Both parties received the notice. They have appeared and filed their pleadings.

2. The learned Advocate for the Respondent-Management requested, this Tribunal to decide the legality of the reference as a preliminary point, in view of the fact that the Supreme Court held that the Telecom Department is not an industry within the meaning of Section 2(j) of the Industrial Dispute Act, 1947.

3. Both the parties are heard on the point.

4. The point for consideration is whether this Tribunal has got jurisdiction to adjudicate the dispute?

5. Point.—The petitioner workman was employed in the Telecom Department. The Government of India made it reference to this Tribunal treating the Telecom Department as an Industry and the petitioner as a workman coming within the purview of Industrial Disputes Act, 1947. The Supreme Court in Sub-Divisional Inspector of Post, Vaikam and others V. Theyyam Joseph etc. (1996 LLR Page 483 while deciding the case of postal Department which is a part of Telecom Department held as follows :—

"Having regard to the contention, the question arises whether the appellant is an Industry? India as a sovereign socialist, secular democratic republic has to establish an egalitarian social order under rule of Law. The welfare measures partake the character of sovereign functions and the traditional duty to maintain law and order is no longer the concept of state. Directive principles of state policy enjoin on the state diverse duties under part IV of the constitution and the performance of the duties are constitutional functions. One of the duties is of the state to provide a Telecommunication service to the general public and an amenity and so is one essential part of the sovereign functions of the state as a welfare state. It is not, therefore, an industry?"

In view of the specific findings of the Supreme Court, Telecom Department is not an industry, this Tribunal has no jurisdiction to adjudicate upon the dispute between the Government Department and its employee.

6. However the learned Advocate for the petitioner-workman raised several contentions. He argued that the Supreme Court, did not refer to the two leading decisions on the subject viz., Bangalore Water Supply & Sewerage Board V. A. Rajappa (AIR 1978 S.C. Page 969—1978 (1) LLJ page 349) which discussed at length as to what is an industry and also Chief Conservator of Forests Vs. Jagannath Maruti Kondhare and others (1996 S.C.C. (L&S 500) which dealt with the sovereign function of the State. He also referred to N. Nagendra RAO & Co. V. State of Andhra Pradesh (1994 6 S.C. page 205) wherein the sovereign functions of the state are set out. He relied upon the decision in Delhi Science Forum Vs. Union of India & another (AIR 1996 S.C. Page 1356) which upheld the new Telecom policy of the Government by which a part of the industry is entrusted to private enterprises. He relied upon the case of Mattulal Appellant Vs. Radhe Lal, Respondent (AIR 1974 S.C. page 1596). It was held therein that the former decision of a larger bench should be preferred rather than the smaller bench. He also relied upon the case of L. Chandra Kumar, Appellant Vs. Union of India and others (AIR 1997 SC 1125) wherein the powers of the Industrial Tribunal High Courts and Supreme Court are discussed and decided. He lastly argued at length and referred to several decisions referred to page 477 of The A.I.R. Manual (6th Edition) wherein the word 'might' used in section 11 of C.P.C. was considered. He argued that the Supreme Court might have or ought to have considered several other decisions on the subject and they were not considered.

7. This Tribunal as a subordinate to High Court and Supreme Court cannot distinguish any decisions given by Supreme Court, directly on a particular point by referring

to the decisions of the Supreme Court or of our High Court on a similar point. The Supreme Court held that the Telecom Department is not an industry. When once the employer is not an industry, there cannot be an industrial dispute and so this Tribunal cannot entertain the dispute, in any, between the petitioner and the Respondent. I, therefore, hold this Tribunal has no jurisdiction to entertain this dispute.

An award is passed accordingly.

Given under my hand and the seal of this Tribunal, this the 30th day of June, 1997.

V. V. RAGHAVAN, Industrial Tribunal-I

No oral or documentary evidence is adduced by both parties.

नई दिल्ली, 22 जुलाई, 1997

का. अ. 2053 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. डी. ओ. (टेलीकॉम) अधिनी के प्रबन्धसूत्र के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-7-97 को प्राप्त हुआ था।

[सं. एल.-40011/4/95—आई.आर. (डी. यू.)]
के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 22nd July, 1997

S.O. 2053.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SDO (Telecom) Adoni and their workman, which was received by the Central Government on 22-7-97.

[No. L-40011/4/95-IR(DU)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I, AT
HYDERABAD

PRESENT :

Sri V. V. Raghavan, B.A., LL.B., Industrial Tribunal-I
Hyderabad, the 30th date of June, 1997
Industrial Dispute No. 43 of 1996

BETWEEN :

Shri C. B. Rama Krishna Former Casual,
Mazdoor S/o C. B. Venkata Swamy,
Varkuar PO, Kodumur Tq Kurnool Dist.
518001. — Petitioner.

AND

The SDO Telecom, Adoni, Kurnool, Dist.
518001. — Respondent.

APPEARANCES :

M/s. J. V. Lakshman Rao & R. Yogendar Singh,
Advocate—for the Petitioner.

Sri P. Damodar Reddy, Advocate—for the Respondent.

AWARD

The Government of India, Ministry of Labour, New Delhi by its order No. L-40011/4/95-IR(DU) dt. 27-3-96 referred the following dispute under section 10(1)(d) and 2A of Industrial Dispute Act, 1947 for adjudication.

"Whether the SDO(T) Adoni is justified in terminating the services of Sri C. B. Rama Krishna. If not, to what relief the workmen is entitled?"

Both parties received the notice. They have appeared and filed their pleadings.

2. The learned Advocate for the Respondent-Management requested this Tribunal to decide the legality of the reference as a preliminary point, in view of the fact that the Supreme Court held that the Telecom Department is not an industry within the meaning of section 2(j) of the Industrial Dispute Act, 1947.

3. Both the parties are heard on the point.

4. The point for consideration is whether this Tribunal has got jurisdiction the dispute?

5. Point.—The petitioner-workman was employed in the Telecom Department. The Government of India made a reference to this Tribunal treating the Telecom department as an industry and the petitioner as a workman coming within the purview of Industrial Dispute Act, 1947. The Supreme Court in Sub-Divisional Inspector of Post, Vaikam and others, V. Theyyann Joseph Etc. (1996 LJR Page 483) while deciding the case of postal department which is a part of Telecom department held as follows :—

"Having regard to the contentions, the question arises whether the appellant is an industry? India as a sovereign socialist, secular democratic republic has to establish an egalitarian social order under rule of Law. The welfare measures partake the charter of sovereign functions and the traditional duty to maintain law and order is no longer the concept of the state. Directive principles of State policy enjoin on the state diverse duties under part IV of the constitution and the performance of the duties are constitution functions. One of the duty is of the state to provide a Telecommunication service to the General Public and an amenity, and so is one essential part of the sovereign functions of the state as a welfare state. It is not, therefore, an industry."

In view of the specific findings of the Supreme Court, Telecom Department is not an industry, this Tribunal has no jurisdiction to adjudicate upon the dispute between the Government Department and its employee.

6. However the learned Advocate for the petitioner workmen raised several contention. He argued that the Supreme Court, did not refer to the two leading decisions on the subject viz., Bangalore Water Supply & Sewerage Board V. A. Rajappa (AIR 1978 S.C. Page 969—1978 (1) LLJ page 349) which discussed at length as to what is an industry and also Chief Conservative Forest Vs. Jagannath Maruti Kondhare and others (1996 S.C. (L&S) 500) which dealt with the sovereign functions of the state. He also referred to N. Nagendra Rao & Co., V. State of Andhra Pradesh (1994 6 S.C. page 205) wherein the sovereign functions of the state are set out. He relied upon the decision in Delhi Science forum Vs. Union of India & another (AIR 1996 SC page 1356) which upheld the new telecom policy of the Government by which a part of the industry is entrusted to private enterprises. He relied upon the case of Mattall Appellant Vs. Radhe Lal, Respondent (AIR 1974 S.C. page 1596). It was held therein that the former decision of a larger bench should be preferred rather than the smaller bench. He also relied upon the case of L. Chandra Kumar, Appellant Vs. Union of India and others (AIR 1997 SC 1125) wherein the powers of the Industrial Tribunal, High Courts and Supreme Court are discussed and decided. He lastly argued at length and referred to several decision referred to page 477 of the A.I.R. Manual (vth Edition) wherein the word 'might' used in section 11 of C.P.C. was considered. He argued that the Supreme Court might have or ought to have considered several other decisions on the subject and they were not considered.

7. This Tribunal as a subordinate to High Court and Supreme Court cannot distinguish any decision given by Supreme Court directly on a particular point by referring to the decision of the Supreme Court or of our High Court on a similar point. The Supreme Court held that the Telecom Department is not an industry. When once the employer is not an industry, there cannot be an industrial dispute and so this tribunal cannot entertain the dispute, if any, between the petitioner and the Respondent. I therefore, hold that this Tribunal has no jurisdiction to entertain this dispute.

An award is passed accordingly.

Given under my hand and the seal of this Tribunal, this the 30th day of June, 1997.

V. V. RAGHAVAN, Industrial Tribunal-I

No oral or documentary evidence is adduced by both parties

नई दिल्ली, 22 जुलाई, 1997

का. अ. 2054.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. डी. ओ. (फोन्स), टेलीकॉम जगित्याल (Jagityal) के प्रवर्धन के संबंध नियो-जकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-7-97 को प्राप्त हुआ था।

[सं. एल.-40012/8/95-आई. आर. (डी. यू.)]
के. वी. बी. उष्णी, डेस्क अधिकारी

New Delhi, the 22nd July, 1997

S.O. 2054.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SDO (Phones) Telecom., Jagityal and their workman, which was received by the Central Government on the 22nd July, 1997.

[No. L-40012/8/95-IR(DU)]
K. V. B. UNNY, Desk Officer
ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I, AT
HYDERABAD

PRESENT :

Shri V. V. Raghavan, B.A., LL.B., Industrial
Tribunal-I.

Hyderabad, the 30th day of June, 1997
Industrial Dispute No. 30 of 1996

BETWEEN

Shri A. Rajamouli, area Secretary, All India
Telecom Employees Union Line Staff and
Group 'D' Warangal area, H. No. 6-1-4,
Ashoknagar, Karimnagar-505001.

... Petitioner.

AND

The SDO (Phones) Telecom, Jagityal,
505327.

... Respondent.

APPEARANCES :

Sri C. Suryanarayana, Advocate—For peti-
tioner.

Sri P. Damodar Reddy, Advocate—for the
Respondent.

AWARD

The Government of India, Ministry of Labour,
New Delhi by its order No. L-40012/8/95-IR(DU)
dated 27th March, 1996 referred the following
dispute under Section 10(1)(d) and 2A of
Industrial Dispute Act, 1947 for adjudication :

“Whether the sub-Divisional officer (Phones)
Telecom, Jagityal Karimnagar District
is justified in terminating the services of
Sri V. Sreenivas Reddy, with effect from
1st May, 1987? If not, what relief he
is entitled to?”

Both parties received the notice. They have ap-
peared and filed their pleadings.

(2) The learned Advocate for the Respondent-
Management requested this Tribunal to decide the
legality of the reference as a preliminary point, in
view of the fact that the Supreme Court held that
the Telecom Department is not an industry within
the meaning of section 2(j) of the industrial dis-
pute Act, 1947.

(3) Both the parties are heard on the point.

(4) The point for consideration is whether this
Tribunal has got jurisdiction to adjudicate the dis-
pute?

(5) Point.—The petitioner workman was em-
ployed in the Telecom Department. The Govern-
ment of India made a reference to this Tribunal
treating the Telecom Department as an industry
and the petitioner as a workman coming within
the purview of Industrial Dispute Act, 1947. The
Supreme Court in Sub-Divisional Inspector of post,
Vaikam and others v. Theyvam Joseph etc. (1996
LLR Page 483). While deciding the case of Postal
department which is a part of Telecom department
held as follows :

“Having regard to the contentions, the ques-
tion arises whether the appellant is an
industry? India as a sovereign socialist,
secular democratic republic has to estab-
lish an egalitarian social order under rule
of law. The welfare measures partake
the charter of sovereign functions and
the traditional duty maintained by law

and order in no longer the concept of state. Directive principle of state policy enjoin on the state diverse duties under Part IV of the constitution and the performances of the duties are constitutional functions. One of the duty is of the state to provide a telecommunication service to the general public and an amenity, and so is one essential part of the sovereign functions of the state as a welfare state. It is not, therefore, an industry."

In view of the specific findings of the Supreme Court, Telecom department is not an industry, this Tribunal has no jurisdiction to adjudicate upon the dispute between the Government department and its employees.

(6) However, the learned Advocate for the petitioner workman raised several contentions. He argued that the Supreme Court did not refer to the two leading decisions on the subject viz., Bangalore Water Supply & Sewerage Board v. A. Rajappa (AIR 1978 S.C. Page 969=1978(1) LLJ page 349) which discussed at length, as to what is an industry and also Chief Conservator of Forests vs. Jagannath Maruti Kondhare and others [1996 S.C.C. (L&S) 500] which dealt with the sovereign function of the state. He also referred to N. Nagesh Rao & Co. v. State of Andhra Pradesh (1994 6 S.C. page 205) wherein the sovereign function of the state are set out. He relied upon the decision in Delhi Science Forum vs. Union of India & Another (AIR 1996 S.C. page 1356) which upheld the new Telecom policy of the Government by which a part of the industry is entrusted to private enterprises. He relied upon the case of Mattulal appellant vs. Radhe Lal, respondent (AIR 1974 S.C. page 1596). It was held therein that the former decision of a larger bench should be preferred later than the smaller bench. He also relied upon the case of L. Chandra Kumar, appellant vs. Union of India & Others (AIR 1997 SC 1125), wherein the powers of the Industrial Tribunal, High Court and Supreme Court are discussed and decided. He lastly argued at length and referred to several decisions referred to page 477 of the AIR Manual (Vth Edition) where in the word 'might' used in section 11 of C.P.C. was considered. He argued that the Supreme Court might have or ought to have considered several other decisions on the subject and they were not considered.

(7) This Tribunal as a subordinate to High Court and Supreme Court cannot distinguish any decision given by the Supreme Court directly on a particular point referring to the decision of the Supreme Court or of our High Court on a similar point. The Supreme Court held that the Telecom

Department is not an industry. When once the employer is not an industry, there cannot be an Industrial Dispute and so this Tribunal cannot entertain the dispute, if any between the petitioner and the Respondent. I, therefore, hold that this Tribunal has no jurisdiction to entertain this dispute.

An award is passed accordingly.

Given under my hand and the seal of this Tribunal, this the 30th day of June, 1997.

V. V. RAGHAVAN, Industrial Tribunal-I

No oral or documentary evidence is adduced by both parties.

नई दिल्ली, 24 जुलाई, 1997

का. आ. 2055 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिब्बीजनल इंजीनियर, कोऑक्सियल मैनटेनेन्स, आगरा के प्रबन्धन के संबंध में निोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-7-97 को प्राप्त हुआ था।

[सं. एल.—40012/58/89—आई. आर. (डी. यू.)]

के. वी. वी. उष्णी, डेस्क अधिकारी

New Delhi, the 24th July, 1997

S.O. 2055.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Divl. Engr., Coaxial Maintenance, Agra and their workman, which was received by the Central Government on the 24th July, 1997.

[No. L-40012/58/89-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, SRI B. K. SRIVASTAVA, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR DEOKI PALACE ROAD, KANPUR

Industrial Dispute No. 106 of 1990

In the matter of dispute between :

Ram Narain C/o Surender Singh,
2/236 Namneir Agra.

AND

Divisional Engineer,
Coaxial Maintenance Post & Telegraph,
Tax Bhawan, First Floor,
Agra.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-40012/58/89/IRDU dated 29th March, 1990 has referred the following dispute for adjudication to this Tribunal—

Whether the Divisional Engineer Coaxial Maintenance Agra, was justified in terminating the services of Sri Ram Narain son of Sri Jagannath Prasad w.c.f. 24th September, 1983? If not, what relief the workman was entitled to?

2. In this case it is not necessary to give details of the case. Enough to say that in this case dispute has been raised by the concerned workman Ram Narain against Divisional Engineer Coaxial Maintenance Post & Telegraph Department, Agra. In the case of Sub-Divisional Inspector versus Vaikam V. T. Joseph Lab. I.C. 1996 1059(SC) it has been held that Post & Telegraph Department is not an industry. In view this authority it is obvious that this reference is not maintainable before this Tribunal. Hence, this reference is answered against the concerned workman for want of jurisdiction.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 24 जुलाई, 1997

का. अा. 2056.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केन्द्रीय पशु प्रजनन फार्म, मुन्नाखेडा के प्रबन्धन के संयोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, भुवनेश्वर के पेशाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-7-97 को प्राप्त हुआ था।

[सं. एल.-42011/48/90-आई. आर. (डी. यू.)
के. वी. बी. उण्णी, डैस्क अधिकारी]

New Delhi, the 24th July, 1997

S.O. 2056.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Cattle Breeding Farm, Sunabeda and their workman, which was received by the Central Government on the 24th July, 1997.

[No. L-42011/48/90-IR(DU)]
K. V. B. UNNY, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA,
BHUBANESWAR

PRESENT :

Sri M. R. Behera, O.S.J.S. (Sr. Branch), Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 22 of 1991 (Central)

Dated, Bhubaneswar, the 10th July, 1997

BETWEEN

The management of Central Cattle Breeding Farm, Sunabeda, District Koraput-764020.

.... First Party—
Management.

AND

Their workmen represented through Central Cattle Breeding Farm Workers' Union' Sunabeda, District Koraput.

... Second Party—
Union.

APPEARANCES :

Dr. M. K. Majumdar, Director—For the First Party—management.

Sri Koramani Pradhan, General Secretary of the Union—For the Second Party—Union.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-42011/48/90-IR(DU) dated the 9th May, 1991 :—

“Whether the demand of Central Cattle Breeding Farm Workers' Union, Sunabeda for payment of 1/30th of wages of Grade-IV employees of C.C.B.F., Sunabeda+D.A. to 17 casual workers (as per the list enclosed to the order of reference) is justified? If not, what relief the concerned workmen are entitled to and from what date?”

2. Central Cattle Breeding Farm Workers' Union, Sunabeda filed the claim statement on the averment that :

The Central Cattle Breeding Farm has been established since 1972. Since its inception the Cattle Breeding Farm has recruited two categories of employees, namely, regular and casual labourers to perform the works of the cattle breeding farm. The casual workers are doing the

same nature of work as are assigned to the regular workers of the Farm, but the casual workers have been deprived with the benefits available to the regular workers.

On 3rd December, 1984 a tripartite settlement was signed between the Farm authorities and this Union, but the terms of regularisation of service of the casual workers have not been taken up so far by the management inspite of the settlement arrived.

In pursuance to the judgment of the Hon'ble Apex Court on 17th January, 1986 between Surinder Singh & Others Vrs. Engineer in Chief, C.P.W.D. & others, the Union of India, Ministry of Personnel, Public Grievance & Pension Department circulated guidelines to all the departments including Agriculture Department vide their office memorandum No. P. 49014/2/86-Estt. (C) dated 7th June, 1988. The Ministry of Agriculture also issued letter No. F-3(3)/88-Estt. II dated 27th June, 1988 to the first party—management (Farm) for implementation of the principles outlined in the said circular and to pay wages to the casual workers @ 1/30th of the pay+D.A. etc.

The first party—management implemented the principles outlined in the circular for all casual workers except the 17 persons named in the reference for which at the instance of the Union, conciliation proceedings were taken-up and ultimately the reference. In the meantime the Union preferred O.J.C. No. 2371 of 1988 in the Hon'ble High Court of Orissa for regularisation of service of the casual workers. Hon'ble Court directed to seek redress in the Central Administrative Tribunal, Orissa. The Union thereafter preferred O.A. No. 145 of 1990 before the Central Administrative Tribunal, Cuttack. Central Administrative Tribunal disposed of the petition on 27th March, 1991.

The casual workers have completed works of 240 days and are entitled to receive 1/30th of the pay+D.A. as per the tripartite agreement dated 3rd December, 1984.

3. The Central Cattle Breeding Farm as the first party—management has filed its written statement on the averment that :

The casual workers were engaged from time to time for doing the work of seasonal and perenial nature. The casual workers are being paid their wages according to the mandate of the Minimum Wages Act amended from time to time. In the year 1991, 128 casual labourers were working in the Farm, out of which 109 labourers are paid wages @ 1/30th of the minimum pay scale of Group-D posts, besides D.A., as approved by the Government of India, Ministry of Agriculture vide their letter No. 18-7/88-LDII dated 28th July, 1989 in pursuance to the guidelines contained in Office Memorandum No. 49014/2/86-Estt.(C) dated the 7th June, 1988 and No. 5—24/88-LDII dated 18th September, 1989. The rest 19 labourers are paid Rs. 25 per day as per the Minimum Wages fixed by the Government. The Union had filed the case for 17 casual workers excluding Shri G. N. Nayak and Sri Khillo Senia. The casual workers are not enigible for payment of 1/30th wages since they have not fulfilled the norms prescribed under Office Memorandum No. 49014/2/86-Estt. (C) dated the 7th June, 1988.

4. On these rival pleadings advanced by the parties, the following issues have been framed :

ISSUES

1. Whether the demand of Central Cattle Breeding Farm Workers' Union, Sunabeda for payment of 1/30th of wages of Grade-IV employees of C.C.B.F., Sunabeda+D.A. to 17 casual workers (named in the annexure enclosed to the reference) is justified ?
2. To what relief, the concerned workmen are entitled to and from what date ?
5. The second party—union has referred to a tripartite settlement said to have been signed between the first party—management and the Union on 8th December, 1984. The said tripartite settlement has not been filed by the Union. The first party—management has also not produced the settlement. The second party—union has pleaded, so also W.W. No. 1 has testified about the direction issued by the Central Administrative Tribunal, Cuttack Bench, marked Ext. 1. In para-6 of Ext. 1 it has been observed "Having heard the learned counsel for the parties, and having perused the different Annexures we would direct that the absorption of NMR workers of the Cattle Breeding Farm should be made in accordance with the various judgments delivered by the Hon'ble Supreme Court with regard to the framing of scheme for absorption of the Casual Workers according

to their seniority". To meet this observation, the second party—union has high-lighted one of such judgments of the Hon'ble Supreme Court in this direction, namely, Surinder Singh & another vrs. The Engineer in Chief, C.P.W.D. & others, reported in AIR 1986 S.C. 584. In this citation, Article 39 of the Constitution of India, more particularly the doctrine of 'equal pay for equal work' was the moot consideration. The observations of the Hon'ble Apex Court in this regard is quoted below :

"The Central Government, the State Governments and likewise, all public sector undertakings are expected to function like model and enlightened employers and arguments such as those which were advanced before us that the principle of equal pay for equal work is an abstract doctrine which cannot be enforced in a court of law should ill-come from the mouths of the State and State Undertakings. We allow both the writ petitions and direct the respondents as in the Nehru Yuvak Kendra's case (supra) to pay to the petitioners and all other daily rated employees, the same salary and allowances as are paid to regular and permanent employees with effect from the date when they were respectively employed."

6. The judgment of the Central Administrative Tribunal, marked Ext. 1 originated on 27th March, 1991, on the other hand the scheme of the Government of India, Ministry of Personnel, Public Grievance & Pension, Department of Personnel & Training containing the policy regarding engagement of casual workers in Central Government offices basing on the judgment of the Hon'ble Supreme Court, reported in AIR 1986 S.C. 584 (supra), originated on 7th June, 1988 (Ext. 2). Probably, the Scheme (Ext. 2) was not placed before the Central Administrative Tribunal.

7. In Para-9 it has been elicited from W.W. No. 1 that the 17 named persons of the reference have been paid their wages @ 1|30th + D.A. and other allowances after conferring them the temporary status. W.W. No. 1 further disclosed in his evidence that these 17 named workers of the reference have not been paid their wages from 7th June, 1988 to 31st August, 1993. Elucidation of fact from W.W. No. 1 settled at rest that the parties have decided their case as regards the eligibility of payment of 1|30th of wage + D.A. to the 17 named workmen of the reference. But however, the 17 named workmen of the reference have not yet been paid their 1|30th wage + D.A. from 7th June, 1988 to 31st August, 1993.

1949 GI/97—13

8. On the doctrine of 'equal pay for equal work' these 17 named workmen of the reference are certain to get their wages for the days they had in fact rendered their work under the first party—management, the wage of the casual workers should be equal to the wage of their counterparts working in the regular establishment. Therefore, the management is required to pay the 17 workmen named in the reference their wage @ 1|30th + D.A. and other allowances, if there be any, for the days in fact these 17 workmen had rendered their services under the first party—management as that of the regular workmen.

9. Thus, the demand of the Central Cattle Breeding Farm Workers' Union, Sunabeda for payment of 1|30th wages of Grade-IV employees of the Farm + D.A. to the 17 casual workers named in the annexure to the reference seemed justified. The management is required to pay the 17 casual workers named in the annexure to the reference their wage @ 1|30th + D.A. and other allowances, if there be any, for the days in fact they had rendered their services under the first party—management as that of the regular workmen for the period from 7th June, 1988 to 31st August, 1993.

The reference is answered and the Award is passed accordingly.

Dictated and corrected by me.

M. R. BEHERA, Presiding Officer

नई दिल्ली, 24 जुलाई, 1997

का. आ. 2057.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंसर ऑपरेशन्स, राजस्थान, जयपुर के प्रबन्धसंघ के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-7-97 को प्राप्त हुआ था।

[सं. एल.—42012/104/86—डी. II (बी.)]

के. वी. बी. उष्णी, डेस्क अधिकारी

New Delhi, the 24th July, 1997

S.O. 2057.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Census Operations, Rajasthan, Jaipur and their workman, which was received by the Central Government on 24-7-97.

[No. L-42012/104/86-D.II(B)]

K. V. B. UNNY, Desk Officer

प्रबन्ध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर केस नं. सी. आई. टी. 95/87

रेफरेंस :—वेस्ट्र सरकार, कम मंत्रालय, नई दिल्ली का आदेश
क्र. एल. 42012/104/96—डी. II बी.
दिनांक 21-8-87

श्रवण कानूनगो पुत्र श्री एन.एल. कानूनगो, विकास
नगर चौमू रोड, जयपुर ।

—प्रार्थी

बनाम

निदेशक, जनगणना निदेशालय, जयपुर ।

—अप्रार्थी

उपस्थित

पीठासीन अधिकारी : श्री एस. के. बंसल, भार.

एच. जे. एस.

प्रार्थी की ओर से : कोई हज़िर नहीं
अप्रार्थी की ओर से : श्री भार. पी. मीणा
दिनांक अदाई : 2-4-87

अवार्ड

यह अधिसूचना केन्द्रीय सरकार के धर्म मंत्रालय द्वारा
इस न्यायालय को निर्णय के लिए प्रेषित की गई है :

"Whether the termination of Shri Sarwan
Kumar Kanungo by the management of
Census I Operations Rajasthan, Jaipur is
legally in order and justified? If not, to
what relief and from what date, the work-
man concerned is entitled?"

2. प्रार्थी ने स्टेटमेंट ऑफ क्लेम पेश किया और
उनका कथन है कि उसकी नियुक्ति कनिष्ठ इन्वैस्टीगेटर
के पद पर 22-8-81 को 425-700 की वेतन श्रृंखला
में की गई थी और प्रार्थी एक श्रमिक है इसलिए
औद्योगिक विवाद अधिनियम, (1947, जो बाद में अधि-
नियम कहलायेगा) के अन्तर्गत यह विवाद आता है। प्रार्थी
का यह भी कथन है कि उसकी सेवाएं अचानक बिना किसी
कारण दर्शाए नोटिस दिनांक 30.7.83 के जरिये समाप्त
कर दी गई है जबकि प्रार्थी ने 240 दिन से अधिक कार्य
किया था और उसकी कोई छंटनी का मुआवजा भी नहीं
दिया गया इसलिए धारा 25-एफ अधिनियम की
उल्लंघना की गई है। प्रार्थी का यह भी कथन है कि
विपक्षी द्वारा कोई वरिष्ठता सूची छंटनी से पूर्व जारी
नहीं की गई इसलिए नियम 77 व नियम 78 की
उल्लंघना की गई है। इसलिए प्रार्थी को सवेतन सेवा
में सभी लाभों के साथ बहाल किया जाये।

3. विपक्षी ने जवाब पेश किया और प्रार्थी के कथनों
से इन्कार किया है तथा यह अभिकथन किया है कि जन-
गणना विभाग एक उद्योग नहीं है इसलिए यह विवाद चलने
योग्य नहीं है। विपक्षी का यह भी अभिकथन है कि
प्रार्थी की सेवाएं संविदा के आधार पर निश्चित अवधि के

लिए थी और जूनियर इन्वैस्टीगेटर्स के पद 31 अगस्त,
1983 से पद क्रमांक 1/62/79—ए. डी. 1 दिनांक
21-3-83 द्वारा समाप्त कर दिये गये। इसलिए प्रार्थी
धारा 25—एफ, जी व एच का कोई लाभ पाने का अधि-
कारी नहीं है।

4. प्रार्थी की ओर से प्रार्थी ने अपना शपथ पत्र पेश
किया है जिस पर विपक्षी ने प्रति परीक्षण किया और
विपक्षी की ओर से श्री बी. एल. टीकू का शपथ पत्र
पेश किया गया है जिस पर प्रार्थी ने प्रति परीक्षण किया।
आज व कल दिनांक 2-4-97 को प्रार्थी की ओर से कोई
उपस्थित नहीं हुआ इसलिए विपक्षी के प्रतिनिधि
श्री आ. पी. मीणा की बहस सुनी गई, पताबली का
अवलोकन किया गया।

5. विपक्षी के विद्वान प्रतिनिधि श्री भार. पी. मीणा
का तर्क है कि प्रार्थी की कनिष्ठ इन्वैस्टीगेटर के पद पर
जो नियुक्ति की गई है वह संविदा के आधार पर की गई
है और उसकी नियुक्ति पहले 20 फरवरी 1982 तक
थी और इसके पश्चात् उसकी सेवाएं एनेक्सचर 5 के
जरिये 31 अगस्त 1983 तक बढ़ाई गई और फिर
उसकी सेवाएं एक माह का नोटिस देकर, क्योंकि फील्ड
का कार्य समाप्त हो चुका था, इसलिए 31 अगस्त, 1983
से समाप्त की गई इसलिए यह प्रकरण धारा 2(00)
(बीबी) अधिनियम के दायरे में आता है और यह सेवा
मुक्ति छंटनी की परिभाषा में नहीं आती इसलिए प्रार्थी
का क्लेम खारिज किया जाये।

6. मेरे विचार में विपक्षी के विद्वान प्रतिनिधि के
तर्क में काफी सार प्रतीत होता है। श्री बी. एल. टीकू
सहायक निदेशक विपक्षी संस्थान ने अपने शपथ पत्र में
अनैकचर 1 से 5 को साबित किया है। अनैकचर 2 में
यह वर्णन किया गया है कि प्रार्थी की सेवा एक निश्चित
समय के लिए है। दूसरे अनैकचर—5 के जरिये प्रार्थी
की सेवाएं 31-8-83 तक बढ़ाई गई हैं और इसके पश्चात्
नोटिस के जरिये एक माह का नोटिस देकर समाप्त की
गई हैं। प्रार्थी श्रवण कुमार के शपथ पत्र के प्रति परीक्षण
में कथन है कि उसके नियुक्ति पत्र में स्पष्ट लेख है कि
यह नियुक्ति जनजातीय अध्ययन के लिए की गई।
सेवा समाप्ति का जो नोटिस प्रार्थी को 20 जून 1983
को दिया गया है उसमें यह वर्णन किया गया है कि
फील्ड वर्क समाप्त हो गया है इसलिए उसकी सेवाएं
31-8-83 को समाप्त की जाती है। इस प्रकार श्री बी. एल.
टीकू के शपथ पत्र के पैरा 4 व 6 में कथन है कि

Para 4 :—That the contents of para No. 3 of
the rejoinder are denied as it is very clear
from the Order No. 1/62/79 Ad. I dated
16-9-1982 issued from the Office of the
Registrar General India for creation of the
temporary post of one Investigator and 4
Jr. Investigators. In the order it has been
clearly mentioned that these temporary

posts were created in connection with special study "Impact of Social Legislation and Development measures on Scheduled Tribes of Rajasthan and Gujarat. The copy of the letter has already been filed in the Court as Annexure 4 of the reply submitted earlier.

Para 6 :—That contents of para 6 are denied because the Office Order dated 3-5-1983 (Annexure 5 of the reply filed in the Court) was issued on the basis of the extension of the posts issued by Office of the Registrar General, India vide No. 1/62/79-Ad. I, dated 21-3-1983 Annexure 3 of the reply. In the above order the continuance of the 4 temporary Jr. Investigators was extended for a further period upto 31-8-1983 that the period of appointment, is hereby extended for the period from 1st March, 1983 to 31-8-1983 only. It is clear that the applicant was intimated more than 3 months earlier that the services are required not beyond 31-8-1983.

7. अतः प्रार्थी के शपथ पत्र, लिपिकी के शपथ पत्र, पत्र दिनांक 20-6-83 व अनैक्सचर 5, जिसके अनुसार उसकी सेवाएं 31-8-83 तक बढ़ाई गई हैं, यह साबित होता है कि प्रार्थी की सेवाएं को अस्थायी तौर पर निश्चित अवधि के लिए जब तक जनजातीय अध्ययन पूरा हो तब तक के लिए लगाई गई थी और जनजातीय अध्ययन पूरा होने पर दिनांक 31-8-83 को उस निश्चित अवधि में ही प्रार्थी की सेवाएं समाप्त कर दी गई हैं। इस-लिए यह प्रकरण 2(00) (बीबी) अधिनियम के दायरे में आता है और 2(00) (बीबी) अधिनियम के तहत की गई सेवा मुक्ति को छंटनी नहीं कहा जा सकता इस-लिए जब इसे छंटनी नहीं कहा जा सकता तो प्रार्थी द्वारा 25—एफ, जी व एच अधिनियम का कोई लाभ प्राप्त करने का अधिकारी नहीं है। क्योंकि इन प्रावधानों के लिए छंटनी का होना आवश्यक है जो इस प्रकरण में नहीं है। इस प्रकार निश्चित अवधि के लिए की गई सेवा में नियुक्ति द्वारा 2(00) (बीबी) के दायरे में आती है इस-लिए जो सेवाएं प्रार्थी की समाप्त की गई हैं वह उचित एवं वैध है। और प्रार्थी कोई दावरसी पाने का अधिकारी नहीं है।

8. अतः निर्देश में अधिनिर्णय इस प्रकार पारित किया जाता है कि व्यवस्थापक, सैन्सस ऑपरेशन, राजस्थान, जयपुर द्वारा श्रमिक जो श्रवण कुमार कानूनगो की सेवा समाप्ति उचित एवं वैध है तथा प्रार्थी कोई दावरसी पाने का अधिकारी नहीं है।

9. अवाइड आज दिनांक 3-4-97 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रकाश-नार्थ नियमानुसार भेजा जाये।

एस के. बंसल, न्यायाधीश

नई दिल्ली, 25 जुलाई, 1997

का.आ. 2058.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक, कानपुर के प्रबन्धतांत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-97 को प्राप्त हुआ था।

[संख्या एल-12012/21/90-आइ.आर.(बी-3)]

के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 25th July, 1997

S.O. 2058.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhartiya State Bank and their workman, which was received by the Central Government on the 23-7-97.

[No. L-12012/21/90-I.R.(B. 3)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT PANDU NAGAR, DEOKI PALACE ROAD KANPUR

Industrial Dispute No. 146 of 1990

In the matter of dispute between:
General Secretary,
U.F. Bank Employees Congress,
87/149-A Deonagar Kanpur.

AND

Regional Manager,
Bhartiya State Bank,
Region III Mall Road,
Kanpur.

AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-12012/21/90-I.R.(B-3) dated 6-6-90 has referred the following dispute for adjudication to this Tribunal—

“Whether the action of the management of State Bank of India, Kanpur in suspending Sri Mool Chand Tiwari on 9-8-75, imposition of punishment of two increments having the effect of postponing his future increments and thereafter not granting him increments and not paying him salary for the post of record-keeper even after promoting him w.e.f. 1-7-83 is fair, just and legal? If not to what relief the workman is entitled?”

2. From a perusal of reference it will be obvious that answer is to be given in respect of three disputes. The first regarding justification on the part of management in suspending the concerned workman Mool Chand Tiwari on 9-8-85. The second matter is regarding imposition of punishment by way of postponing of future increments on the basis of domestic enquiry report. The third dispute relates to non payment of salary of record keeper w.e.f. 1-7-83 when he was promoted.

3. The case of the concerned workman is that he was working as Darban at Kanpur Main Branch of the opposite party State Bank of India. He was arrested by the police on 3-8-75. Hence the bank opposite party placed him under suspension on 9-8-75. Later on investigation authority submitted final report on 27-7-79. The suspension of the concerned workman was revoked on 3-8-79 and was sent to Farrukhabad. This transfer was later on changed to Billhaur branch. It is alleged that since no charge was proved for the misconduct for which he was placed under suspension, he is entitled for full salary from the date of suspension to the date of revocation of suspension order i.e. from 7-8-75 to 3-8-79. During the pendency of this suspension he was served with chargesheet dated 1-3-76 relating to misuse of leave fare concession facility. Ultimately charge was found proved and the concerned workman was awarded punishment by way of withholding of increment by order dt. 16-5-80. It is alleged that this punishment is bad as enquiry was not fairly and properly held.

3. Next it is alleged that concerned workman has not been paid wages from 3-8-79 to 20-4-80. It is further alleged that he was entitled for increment w.e.f. 9-8-75, the date of suspension as ultimately this suspension order was revoked. Consequently at the time of promotion as record keeper his pay was not properly fixed by giving regular increments for the period of suspension.

6. The opposite party has filed reply in which it has been alleged that enquiry was fairly and properly held. The concerned workman was rightly placed under suspension on 9-8-75 because of arrest of the concerned workman on 3-8-75. The suspension order was revoked when the final report was submitted. The management was justified in not giving the concerned workman any payment specially when another enquiry was pending. The concerned workman did not join the duty at Fateh-arh and Billhaur hence he is not entitled for pay w.e.f. 3-8-79 to 20-4-80. The concerned workman was also not entitled for increments during the period of suspension. It is further pointed out that following arrears have been paid—

Date	Amount	Details
2-3-90	Rs. 22,764.12	Salary fixation arrear w.e.f. Jan. 85 to June, 89 paid from Chakeri (K) Branch.
21-3-90	Rs. 6,585.78	Salary fixation arrear w.e.f. Jan, 89 to Dec. 89
6-8-90	Rs. 2,982.91	Arrear of salary revision w.e.f. 1-6-89 to 30-6-90 paid from Owatoli branch.

In view of above the concerned workman is not entitled for any relief.

7. In the rejoinder nothing worth mentioning have been alleged.

8. As has been said the first part of the reference relates to justification on the part of the management for placing Mool Chandra Tiwari under suspension w.e.f. 9-8-75. There is no reference regarding claim for payment of full wages for the period from 9-8-75 to 3-8-79, the date of revocation of suspension order.

8. Now it is common ground that the concerned workman was placed under suspension on 9-8-75 as a sequel of his arrest by police on 3-8-75 in connection with recovery of illicit railway receipts. It is well settled law that in case of arrest and subsequent detention of 48 hours the delinquent can be placed under suspension. In the instant case the delinquent was placed under suspension, as such the management was justified in placing the concerned workman under suspension. Hence I have no hesitation in holding that the action of the management in placing the concerned workman under suspension w.e.f. 9-8-75 is not bad.

9. As regards claim of full pay for the period of suspension, I am not inclined to adjudicate as it has not been referred and this Tribunal under sec. 10(4) of I.D. Act cannot go beyond the reference.

10. As regards second limb of the reference, this tribunal vide finding dated 4-10-96 has held that enquiry was fairly and properly held against the concerned workman regarding misutilization of leave fare concession facility hence punishment awarded to the concerned workman is also justified. Hence this part of the reference would also go against the concerned workman.

11. As regards the last part of the reference, the concerned workman has alleged that had he had been granted regular increments and wages during the period of suspension he would have become entitled for more wages at the time of his promotion as record keeper. Thus his pay has been wrongly fixed. It has already been held that action of the management in placing the concerned workman under suspension was justified. In other words the suspension for the period from 9-8-75 to 3-8-79 was justified as such question of increments for this period did not arise. There is another aspect of the case. This increments have also been withheld by way of punishment as has been pointed under head No. 2. Because of this factor also the concerned workman would not have earned regular increments.

12. Thus because of these two factors, in my opinion, there has been no error in fixation of pay at the time of promotion.

13. As result of above discussion my award is that the action of the management in respect of all the three disputes as contained in the reference is justified and the concerned workman is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 जुलाई, 1997

का.मा. 2059.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बरेली कारपोरेशन बैंक लिमिटेड बरेली के प्रबन्धन के संबंध में निषेधकों और उनके कर्मचारियों के बीच, अनुबन्ध में निषिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-97 को प्राप्त हुआ था।

[संख्या एस-12012/116/94-आई.आर. (बी)]

के.बी.बी. उन्नी, ईस्क अधिकारी

New Delhi, the 25th July, 1997

S.O. 2059.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bareilly Corporation Bank Ltd. Bareilly and their workman, which was received by the Central Government on 23-7-1997.

[No. L-12012/116/94-I.R. (B)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 50 of 1995

In the matter of dispute :

BETWEEN

Sushil Kumar Mishra,

C/o R. K. Pandey,

67/99 Lakhna, Lucknow.

AND

The Chairman,

Bareilly Corporation Bank Limited
Head Office, Civil Lines, Bareilly.

AWARD

1. Central Government, Ministry of Labour, vide its Notification No. L-12012/116/94-I.R. (B) dated 5-5-1995, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Bareilly Corporation Bank Ltd., Lucknow with regard to termination of services of Shri Sushil Kumar Mishra w.e.f. 13-7-91 is legal and justified? If not, to what relief he is entitled?

2. The case of the concerned workman Sushil Kumar Mishra is that he was engaged as a peon at Aminabad Branch Lucknow of the opposite party Bareilly Corporation Bank Limited on 4-8-90 and continuously worked upto 14-7-91. In this way he had completed more than 240 days, yet his services were terminated without payment of retrenchment

compensation and notice pay. Hence, this termination being in breach of provisions of Section 25-F of I. D. Act is bad in law. Besides there has been breach of Section 25-H of I. D. Act as well.

3. The opposite party has filed reply in which it has been denied that the concerned workman had completed 240 days. He was engaged to meet the exigency of work. He did not continuously worked. Hence provisions of Section 25-F of I. D. Act are not attracted. It is also denied that there has been breach of Section 25-B and H of I. D. Act.

5. In the rejoinder nothing new has been alleged.

5. In support of his case, the concerned workman has examined as Sushil Kumar Mishra WW-1. The concerned workman from June 1990-91 had worked intermittently. The details of working days can be seen from Ext. M-1 to M-76, the various vouchers through which payment was made to the concerned workman as labour charges.

6. In the claim statement it was pointed out that between 4-6-90 to 31-7-90 he had worked for 58 days in respect of which vouchers were given in his name, from 1-8-90 to 30-11-90 he had worked for 122 days in respect of vouchers were paid in other names. Similarly from 1-12-90 to 30-4-91 he had worked but vouchers were given on other names. From 1-5-91 to 14-7-91 he had worked for 75 days in respect of which vouchers were given in his name. This in all the number of days for which vouchers were issued in his name are 58+75 total of which comes for 133 days. For the rest of the number of days according to the concerned workman he had actually worked but vouchers were given in other names. Mere averment is not enough. There is not a word in the evidence of concerned workman to substantiate this fact. In its absence I am not inclined to accept that in between 4-8-90 to 30-4-91, he had worked. Thus according to his own case he had not completed 240 days in a year. Accordingly the provisions of Section 25-F of I. D. Act from the cross-examination of concerned workman cannot be said to be bad being in breach of Section 25-F of I. D. Act.

7. As regards breach of provision of Section 25-G of I. D. Act from the cross-examination of concerned workman it has already emerged that persons who are said to be junior to him were actually senior to him, hence if they were retained in service at the time of termination of the concerned workman, question of breach of provision of Section 25-G of I. D. Act, does not arise.

8. In the end in view of foregoing discussions my award is that the action of the management is justified and the concerned workman is not settled for any relief.

B. K. SRIVASTAVA Presiding Officer

नई दिल्ली, 25 जुलाई, 1997

का.मा. 2060.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इटावा श्रेणीय ग्रामीण बैंक, इटावा, के प्रबन्धन के संबंध में निषेधकों और उनके कर्मचारियों के बीच, अनुबन्ध में निषिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-97 को प्राप्त हुआ था।

[संख्या एस-12012/121/94-आई.आर. (बी-1)]

के.बी.बी. उन्नी, ईस्क अधिकारी

New Delhi, the 25th July, 1997

S.O. 2060.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in

the industrial dispute between the employers in relation to the management of Etawah Kshetriya Gramin Bank, Etawah and their workman, which was received by the Central Government on 23-5-1997.

[No. L-12012/121/94-IR (B-1)]
K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT PANDU NAGAR DEOKI PALACE
ROAD KANPUR

Industrial Dispute No. 89 of 1994

In the matter of dispute :

BETWEEN

Chandra Shekhar Shukla,
C/o B. P. Saxena 26-W II
Basant Vihar Kanpur.

AND

Chairman Etawah Kshetriya Gramin Bank
123-A Civil Lines, Etawah.

AWARD

1. Central Government, Ministry of Labour, vide its Notification No. L-12012/121/94-I.R. (B-1) dated 18th October, 1994, has referred the following dispute for adjudication to this Tribunal—

Kya Adhyaksh Etawah Kshetriya Gramin Bank Etawah dwara Chandra Shekhar Shukla Asthai Karmkar ko Niyamit Karmkar ke brabar vetan dinak 8-10-91 se 28-9-93 tak na dena aur uski sewa 28-9-93 se samapta karna nyayochit hai? Yadi nahi to sambandhit karmkr kis anutosh ka haqdar hai ?

2. The case of the concerned workman Chandra Shekhar Shukla is that he was engaged in the opposite party Etawah Kshetriya Gramin Bank at Aurajya Branch as peon on 8-10-91. He had to work through out a day. He was paid wages at the rate of Rs. 27.20 paise per day. As he is doing work of the same nature as that of a regular staff he is entitled for equal wages on the principle of equal pay for equal work. Further he continuously worked from 8-10-91 to 28-9-93, hence his services could not be terminated without complying provisions of Section 25-F of I. D. Act. Besides there has been breach of Section 25-G and H of I. D. Act.

3. The opposite party bank has alleged that concerned workman was engaged as a part time casual labour to do intermittantly the fluctuating nature of work. He was never appointed as a messenger. He himself left the job after doing the work upto 27-9-93. He had not completed 240 days in a year. Further as he was a part time worker he is not entitled for benefit of Section 25-F of I. D. Act.

4. In the rejoinder nothing new has been alleged.

5. In support of his case, the workman has examined himself as Chandra Shekhar Shukla WW-1. In rebuttal there is evidence of Manager Om Prakash Gupta MW-1. No documentary evidence has been filed.

6. There is no evidence to prove breach of provisions of Section 25-G and 25-H of I. D. Act. Hence, this point is decided against the concerned workman for want of proof.

7. Om Prakash Gupta, MW-1 has stated that concerned workman left the job of his own. This fact has been denied by the concerned workman Chandra Shekhar Shukla, WW-1. I do not accept the evidence of management on this score as in these days of unemployment no body would leave the job of his own. Hence, it is held that concerned workman had not left the job of his own. Hence, it is held that concerned workman had not left the job. Instead he was removed from service.

8. The management has alleged that concerned workman was a part time worker. The concerned workman Chandra Shekhar Shukla WW-1 in his cross-examination has also stated that he was engaged as a part time worker. Thus it becomes common ground that workman was engaged as a part time worker. In the case of Yashwant Singh Yadav versus State of Rajasthan 1989 (59) FLR 607 (Rajasthan) in which it has been held that even a part time worker is a workman. Hence, it is held that the concerned workman despite the fact that he is a part time workman is a workman as envisaged under Section 2(s) of I. D. Act. Hence, he was entitled for benefit of Section 25-F of I. D. Act.

9. The concerned workman has stated that he has continuously worked from the date of engagement upto 27-9-93. There is no cross-examination in this regard. Om Prakash Gupta MW-1 the Manager of the Bank has said that the concerned workman has not continuously worked. Still he has not given number of days of the workman. The concerned workman has applied for production of attendance register and voucher to prove the number of days which was not filed by the management despite of direction of the court. Hence adverse inference has to be drawn against the management. In this way drawing such adverse inference and relying upon the statement of concerned it is held that he had completed 240 days in a year preceding his termination. Accordingly no retrenchment compensation and notice pay was given, hence termination is bad being in breach of Section 25-F of I. D. Act.

10. The concerned workman will not be entitled for equal pay for equal work as he was only a part workman. Further in the case of State of Haryana Vs. Jasmer Singh, 1997 (SC) AISLJ 129 it has been held that on this principle a daily rated workman is not entitled for equal pay for equal work.

11. In the end my award is that termination of the concerned workman is bad in law. Hence he will be entitled for reinstatement as part time messenger without back wages.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 जुलाई, 1997

का. प्रा. 2961.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक आफ इंडिया, लखनऊ के प्रबन्धसूत्र के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 23-7-97 को प्राप्त हुआ था।

[संख्या एल-12012/340/95-आई आर (बी-2)]

के. बी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 25th July, 1997

S.O. 2061.—In pursuance of Section II of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Union Bank of India, Lucknow and their workman, which was received by the Central Government on the 23-7-97.

[No. L-12012/340/95-IR. (B-2)]

K.V. B. UNNY, Desk Officer

ANNEXURE

AWARD

BEFORE SHRI B. K. SRIVASTAVA, PRE-
SIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, DEOKI PALACE ROAD, PANDU
NAGAR, KANPUR

Industrial Dispute No. 27 of 1997
In the matter of dispute—

BETWEEN :

General Manager,
Union Bank of India,
Zonal Office,
Sarda Tower Kapoorthla Complex,
Aliganj, Lucknow

AND

General Secretary,
Bank Employees Union (U.P.)
628/M-33, Murari Nagar,
Faizabad Road, Lucknow.

1. Central Government Ministry of Labour New Delhi has referred the following dispute vide its notification No. 12012/340/95/IR(B. 2) dated 31-12-96 for adjudication to this Tribunal :

Whether the action of the management of Union Bank of India is not transferring Sh. S. K. Shukla Clerk Cum Cashier at their Khalispur branch in Gazipur Distt. to their Rae-Bareilly Branch after cancellation of transfer order of Shri S.K. Mishra Clerk, Delhi Road, Meerut Branch is justified ? If not, to what relief the workman is entitled ?

2. It is unnecessary to give the detail of the case as on 2-7-97 union representative has given in writing for not pressing the case. Hence the reference is answered against the workman for want of prosecution and proof and he will not be entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

